

1 **Jason K. Singleton, State Bar #166170**
jason@singletonlawgroup.com
2 **Richard E. Grabowski, State Bar #236207**
rgrabowski@mckinleyville.net
3 **SINGLETON LAW GROUP**
611 "L" Street, Suite A
4 **Eureka, CA 95501**

5 **(707) 441-1177**
FAX 441-1533

6 **Attorneys for Plaintiff, ASIS INTERNET SERVICES**

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 **ASIS INTERNET SERVICES, a California**
11 **corporation**

12 **Plaintiff,**
13 **vs.**

14 **MEMBER SOURCE MEDIA, LLC, a California**
15 **limited liability company, et al.,**
16 **Defendants.**

Case No. CV-08-1321 EMC

DECLARATION OF JOSH MOHLAND
IN SUPPORT OF OPPOSITION TO
MOTION TO STAY

DATE: August 27, 2008
TIME: 10:30 a.m.
CTRM: C, 15th floor

17 I, JOSH MOHLAND, declare as follows:

18 1. I have personal and firsthand knowledge of each fact hereinafter set forth and if
19 called to testify could and would competently testify to the matters set forth herein.

20 2. Attached hereto as Exhibit A are true and correct copies of the Terms and
21 Conditions for each site indicating ownership by Member Source Media, LLC.

22 3. Attached hereto as Exhibit B is a true and correct copy of a complete list of the
23 sending domain names at issue in this action.

24 4. Attached hereto as Exhibit C is a true and correct copy of WHOIS reports on all
25 of the sending domain names. This Exhibit is being submitted on a CD and submitted
26 manually due to its extreme size.

27 5. Attached hereto as Exhibit D are true and correct copies of the domain name
28 privacy/proxy service registration agreements.

1 6. At least 1856 of the emails were sent from IP addresses that were obtained
2 through false representations. These emails were sent from mail servers on the IP address
3 block of 72.46.135.128 - 72.46.135.159.

4 7. Registration for this block of IP addresses is listed as R & D Technologies, LLC,
5 of Las Vegas, Nevada. R&D Technologies is a well known hosting company selling
6 computer services. This block of IP addresses was sub-leased to Frank Peters, 636 NW
7 39th Ave, Deerfield Beach, Florida, 33442. Attached hereto as Exhibit E is a true and correct
8 copy of the WHOIS record for this IP range.

9 8. Attached hereto as Exhibit F is a true and correct copy of a complete list of the
10 email subject lines.

11 9. Attached hereto as Exhibit G is a true and correct copy of the "Macy's" email,
12 the Terms and Conditions for onlinerewardgroup.com, and printouts of the Defendant's
13 website for the "Macy's 500 Dollar Gift Card."

14 10. Attached hereto as Exhibit H is a true and correct copy of a list of the "Vantage"
15 sending domains and WHOIS records.

16 11. Attached hereto as Exhibit I is a true and correct copy of an example email and
17 linked web page from the "Vantage" emails.

18 12. Attached hereto as Exhibit J are true and correct copies of the Privacy Policies
19 for each site indicating ownership by Vantage Interactive, LLC.

20 13. Attached hereto as Exhibit K is a true and correct copy of the reverse IP report
21 for the IP address 216.38.141.10.

22 14. Attached hereto as Exhibit L, is a true and correct copy of the WHOIS record for
23 IP address 216.38.141.10. Member Source Media is listed as the owner of this IP address, as
24 well as the entire block containing 216.38.141.0 - 216.38.141.255.

25 I declare under penalty of perjury under the laws of the United States of America that
26 the foregoing is true and correct

27
28 Dated: August 18, 2008

/s/ Josh Mohland
JOSH MOHLAND

ConsumerGain™ Member Section

[Sign In](#)[Account Status](#)[Account Profile](#)[Member Support](#)[Member Testimonials](#)

Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

ConsumerGain.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the ConsumerGain.com; (c) acting against the business interests or reputation of ConsumerGain.com; (d) otherwise acting unlawfully in relationship to ConsumerGain.com, the ConsumerGain.com website or the ConsumerGain.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your ConsumerGain.com account) for a continuous six-month period; or (g) any other reason at the discretion of ConsumerGain.com. If your account is terminated by ConsumerGain.com, You may not re-enroll or join under a new account unless formally invited to do so by ConsumerGain.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the ConsumerGain.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by ConsumerGain.com, ConsumerGain.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, ConsumerGain.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, ConsumerGain.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. ConsumerGain.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by ConsumerGain.com. You may not impersonate or misrepresent your identity. ConsumerGain.com reserves the right to terminate any account, and associated membership, containing untruthful information. ConsumerGain.com is not responsible for lost payments or communications due to your failure to provide ConsumerGain.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for ConsumerGain.com, you are opting-in to receive ConsumerGain.com newsletters and other special offer emails from ConsumerGain.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to ConsumerGain.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, ConsumerGain.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or account or to receive payments to You; You may not use anyone else's password or account or act to

accrue points for anyone else's account; You are responsible for keeping Your password secret. ConsumerGain.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot not be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on you Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any person or entity, including third-parties. You are prohibited from using any data, content or

information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of ConsumerGain.com. Member shall not use robots or scripts with ConsumerGain.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the ConsumerGain.com service has strict negative consequences. Not only may ConsumerGain.com terminate the Membership of any Member who in ConsumerGain.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); ConsumerGain.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by ConsumerGain.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to ConsumerGain.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of ConsumerGain.com. Any decision made by ConsumerGain.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by ConsumerGain.com as a Member of the ConsumerGain.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for ConsumerGain.com members to receive free gifts. ConsumerGain.com members must have cookies enabled. ConsumerGain.com members must access the merchant site through ConsumerGain.com. These conditions are mandatory so that the merchant will know that the ConsumerGain.com member used ConsumerGain.com to reach the merchant site.

C. Free gifts awarded to ConsumerGain.com members are subject to changes for returns, cancellations, and other events. ConsumerGain.com can make these changes to ConsumerGain.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your ConsumerGain.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary information to ConsumerGain.com for such crediting of free gifts. ConsumerGain.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. ConsumerGain.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. ConsumerGain.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. ConsumerGain.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. ConsumerGain.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. ConsumerGain.com reserves the right to change free gift requirements for any product offered within ConsumerGain.com at any time.

C. ConsumerGain.com does not warranty, guarantee, or insure the quality of any product ordered through ConsumerGain.com. ConsumerGain.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. ConsumerGain.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the ConsumerGain.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but ConsumerGain.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, [click here](#) to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom ConsumerGain.com delivers offers for on both our publisher sites and ConsumerGain.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold ConsumerGain.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE

EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws

that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English. MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your ConsumerGain.com account or other benefits you receive as a ConsumerGain.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. ConsumerGain.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, ConsumerGain.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, ConsumerGain.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the ConsumerGain.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with ConsumerGain.com. We reserve the right to rectify any typos, errors and descriptions as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with ConsumerGain.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and ConsumerGain.com in connection with general membership in ConsumerGain.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent

permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

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FreeRetailRewards Member Section

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Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

FreeRetailRewards.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the FreeRetailRewards.com; (c) acting against the business interests or reputation of FreeRetailRewards.com; (d) otherwise acting unlawfully in relationship to FreeRetailRewards.com, the FreeRetailRewards.com website or the FreeRetailRewards.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your FreeRetailRewards.com account) for a continuous six-month period; or (g) any other reason at the discretion of FreeRetailRewards.com. If your account is terminated by FreeRetailRewards.com, You may not re-enroll or join under a new account unless formally invited to do so by FreeRetailRewards.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the FreeRetailRewards.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by FreeRetailRewards.com, FreeRetailRewards.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, FreeRetailRewards.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, FreeRetailRewards.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. FreeRetailRewards.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by FreeRetailRewards.com. You may not impersonate or misrepresent your identity. FreeRetailRewards.com reserves the right to terminate any account, and associated membership, containing untruthful information. FreeRetailRewards.com is not responsible for lost payments or communications due to your failure to provide FreeRetailRewards.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. **FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.**

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for FreeRetailRewards.com, you are opting-in to receive FreeRetailRewards.com newsletters and other special offer emails from FreeRetailRewards.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to FreeRetailRewards.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, FreeRetailRewards.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or

account or to receive payments to You; You may not use anyone else's password or account or act to accrue points for anyone else's account; You are responsible for keeping Your password secret. FreeRetailRewards.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on your Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any

person or entity, including third-parties. You are prohibited from using any data, content or information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of FreeRetailRewards.com. Member shall not use robots or scripts with FreeRetailRewards.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the FreeRetailRewards.com service has strict negative consequences. Not only may FreeRetailRewards.com terminate the Membership of any Member who in FreeRetailRewards.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); FreeRetailRewards.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by FreeRetailRewards.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to FreeRetailRewards.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of FreeRetailRewards.com. Any decision made by FreeRetailRewards.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by FreeRetailRewards.com as a Member of the FreeRetailRewards.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for FreeRetailRewards.com members to receive free gifts. FreeRetailRewards.com members must have cookies enabled. FreeRetailRewards.com members must access the merchant site through FreeRetailRewards.com. These conditions are mandatory so that the merchant will know that the FreeRetailRewards.com member used FreeRetailRewards.com to reach the merchant site.

C. Free gifts awarded to FreeRetailRewards.com members are subject to changes for returns, cancellations, and other events. FreeRetailRewards.com can make these changes to FreeRetailRewards.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your FreeRetailRewards.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary

information to FreeRetailRewards.com for such crediting of free gifts. FreeRetailRewards.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. FreeRetailRewards.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. FreeRetailRewards.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. FreeRetailRewards.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be

acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. FreeRetailRewards.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. FreeRetailRewards.com reserves the right to change free gift requirements for any product offered within FreeRetailRewards.com at any time.

C. FreeRetailRewards.com does not warranty, guarantee, or insure the quality of any product ordered through FreeRetailRewards.com. FreeRetailRewards.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. FreeRetailRewards.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the FreeRetailRewards.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but FreeRetailRewards.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, [click here](#) to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom FreeRetailRewards.com delivers offers for on both our publisher sites and FreeRetailRewards.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold FreeRetailRewards.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices

within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English. MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your FreeRetailRewards.com account or other benefits you receive as a FreeRetailRewards.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. FreeRetailRewards.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, FreeRetailRewards.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, FreeRetailRewards.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the FreeRetailRewards.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with FreeRetailRewards.com. We reserve the right to rectify any typos, errors and descriptions as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with FreeRetailRewards.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and FreeRetailRewards.com in connection with general membership in FreeRetailRewards.com and supersedes all prior agreements

between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

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Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

GreatAmericanGiveAways.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the GreatAmericanGiveAways.com; (c) acting against the business interests or reputation of GreatAmericanGiveAways.com; (d) otherwise acting unlawfully in relationship to GreatAmericanGiveAways.com, the GreatAmericanGiveAways.com website or the GreatAmericanGiveAways.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your GreatAmericanGiveAways.com account) for a continuous six-month period; or (g) any other reason at the discretion of GreatAmericanGiveAways.com. If your account is terminated by GreatAmericanGiveAways.com, You may not re-enroll or join under a new account unless formally invited to do so by GreatAmericanGiveAways.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the GreatAmericanGiveAways.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by GreatAmericanGiveAways.com, GreatAmericanGiveAways.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, GreatAmericanGiveAways.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, GreatAmericanGiveAways.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. GreatAmericanGiveAways.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by GreatAmericanGiveAways.com. You may not impersonate or misrepresent your identity. GreatAmericanGiveAways.com reserves the right to terminate any account, and associated membership, containing untruthful information. GreatAmericanGiveAways.com is not responsible for lost payments or communications due to your failure to provide GreatAmericanGiveAways.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for GreatAmericanGiveAways.com, you are opting-in to receive GreatAmericanGiveAways.com newsletters and other special offer emails from GreatAmericanGiveAways.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to GreatAmericanGiveAways.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, GreatAmericanGiveAways.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or account or to receive payments to You; You may not use anyone else's password or account or act to accrue points for anyone else's account; You are responsible for keeping Your password secret. GreatAmericanGiveAways.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot not be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on you Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any person or entity, including third-parties. You are prohibited from using any data, content or information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of GreatAmericanGiveAways.com. Member shall not use robots or scripts with GreatAmericanGiveAways.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the GreatAmericanGiveAways.com service has strict negative consequences. Not only may GreatAmericanGiveAways.com terminate the Membership of any Member who in GreatAmericanGiveAways.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); GreatAmericanGiveAways.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by GreatAmericanGiveAways.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to GreatAmericanGiveAways.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of GreatAmericanGiveAways.com. Any decision made by GreatAmericanGiveAways.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by GreatAmericanGiveAways.com as a Member of the GreatAmericanGiveAways.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for GreatAmericanGiveAways.com members to receive free gifts. GreatAmericanGiveAways.com members must have cookies enabled. GreatAmericanGiveAways.com members must access the merchant site through GreatAmericanGiveAways.com. These conditions are mandatory so that the merchant will know that the GreatAmericanGiveAways.com member used GreatAmericanGiveAways.com to reach the merchant site.

C. Free gifts awarded to GreatAmericanGiveAways.com members are subject to changes for returns, cancellations, and other events. GreatAmericanGiveAways.com can make these changes to

GreatAmericanGiveAways.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your GreatAmericanGiveAways.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary information to GreatAmericanGiveAways.com for such crediting of free gifts. GreatAmericanGiveAways.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. GreatAmericanGiveAways.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. GreatAmericanGiveAways.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. GreatAmericanGiveAways.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. GreatAmericanGiveAways.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. GreatAmericanGiveAways.com reserves the right to change free gift requirements for any product offered within GreatAmericanGiveAways.com at any time.

C. GreatAmericanGiveAways.com does not warranty, guarantee, or insure the quality of any product ordered through GreatAmericanGiveAways.com. GreatAmericanGiveAways.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. GreatAmericanGiveAways.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the GreatAmericanGiveAways.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but GreatAmericanGiveAways.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, click here to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom GreatAmericanGiveAways.com delivers offers for on both our publisher sites and GreatAmericanGiveAways.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold GreatAmericanGiveAways.com

liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all

claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English.

MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your GreatAmericanGiveAways.com account or other benefits you receive as a GreatAmericanGiveAways.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. GreatAmericanGiveAways.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, GreatAmericanGiveAways.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, GreatAmericanGiveAways.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the GreatAmericanGiveAways.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with GreatAmericanGiveAways.com. We reserve the right to rectify any typos, errors and descriptions

as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with GreatAmericanGiveAways.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and GreatAmericanGiveAways.com in connection with general membership in GreatAmericanGiveAways.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

[about us](#) | [privacy policy](#) | [terms & conditions](#) | [FAQ](#) | [unsubscribe](#) | [contact us](#)

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Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

OnlineRewardGroup.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the OnlineRewardGroup.com; (c) acting against the business interests or reputation of OnlineRewardGroup.com; (d) otherwise acting unlawfully in relationship to OnlineRewardGroup.com, the OnlineRewardGroup.com website or the OnlineRewardGroup.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your OnlineRewardGroup.com account) for a continuous six-month period; or (g) any other reason at the discretion of OnlineRewardGroup.com. If your account is terminated by OnlineRewardGroup.com, You may not re-enroll or join under a new account unless formally invited to do so by OnlineRewardGroup.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the OnlineRewardGroup.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by OnlineRewardGroup.com, OnlineRewardGroup.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, OnlineRewardGroup.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, OnlineRewardGroup.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. OnlineRewardGroup.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by OnlineRewardGroup.com. You may not impersonate or misrepresent your identity. OnlineRewardGroup.com reserves the right to terminate any account, and associated membership, containing untruthful information. OnlineRewardGroup.com is not responsible for lost payments or communications due to your failure to provide OnlineRewardGroup.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for OnlineRewardGroup.com, you are opting-in to receive OnlineRewardGroup.com newsletters and other special offer emails from OnlineRewardGroup.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to OnlineRewardGroup.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, OnlineRewardGroup.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or

account or to receive payments to You; You may not use anyone else's password or account or act to accrue points for anyone else's account; You are responsible for keeping Your password secret. OnlineRewardGroup.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot not be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on you Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any

person or entity, including third-parties. You are prohibited from using any data, content or information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of OnlineRewardGroup.com. Member shall not use robots or scripts with OnlineRewardGroup.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the OnlineRewardGroup.com service has strict negative consequences. Not only may OnlineRewardGroup.com terminate the Membership of any Member who in OnlineRewardGroup.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); OnlineRewardGroup.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by OnlineRewardGroup.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to OnlineRewardGroup.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of OnlineRewardGroup.com. Any decision made by OnlineRewardGroup.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by OnlineRewardGroup.com as a Member of the OnlineRewardGroup.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for OnlineRewardGroup.com members to receive free gifts. OnlineRewardGroup.com members must have cookies enabled. OnlineRewardGroup.com members must access the merchant site through OnlineRewardGroup.com. These conditions are mandatory so that the merchant will know that the OnlineRewardGroup.com member used OnlineRewardGroup.com to reach the merchant site.

C. Free gifts awarded to OnlineRewardGroup.com members are subject to changes for returns, cancellations, and other events. OnlineRewardGroup.com can make these changes to OnlineRewardGroup.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your OnlineRewardGroup.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary

information to OnlineRewardGroup.com for such crediting of free gifts. OnlineRewardGroup.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. OnlineRewardGroup.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. OnlineRewardGroup.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. OnlineRewardGroup.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be

acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. OnlineRewardGroup.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. OnlineRewardGroup.com reserves the right to change free gift requirements for any product offered within OnlineRewardGroup.com at any time.

C. OnlineRewardGroup.com does not warranty, guarantee, or insure the quality of any product ordered through OnlineRewardGroup.com. OnlineRewardGroup.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. OnlineRewardGroup.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the OnlineRewardGroup.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but OnlineRewardGroup.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, [click here](#) to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom OnlineRewardGroup.com delivers offers for on both our publisher sites and OnlineRewardGroup.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold OnlineRewardGroup.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices

within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English. MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your OnlineRewardGroup.com account or other benefits you receive as a OnlineRewardGroup.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. OnlineRewardGroup.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, OnlineRewardGroup.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, OnlineRewardGroup.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the OnlineRewardGroup.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with OnlineRewardGroup.com. We reserve the right to rectify any typos, errors and descriptions as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with OnlineRewardGroup.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and OnlineRewardGroup.com in

connection with general membership in OnlineRewardGroup.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

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OnlineRewardGroup.com

PremiumPerks.com Member Section

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Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

PremiumPerks.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the PremiumPerks.com; (c) acting against the business interests or reputation of PremiumPerks.com; (d) otherwise acting unlawfully in relationship to PremiumPerks.com, the PremiumPerks.com website or the PremiumPerks.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your PremiumPerks.com account) for a continuous six-month period; or (g) any other reason at the discretion of PremiumPerks.com. If your account is terminated by PremiumPerks.com, You may not re-enroll or join under a new account unless formally invited to do so by PremiumPerks.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the PremiumPerks.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by PremiumPerks.com, PremiumPerks.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, PremiumPerks.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, PremiumPerks.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. PremiumPerks.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by PremiumPerks.com. You may not impersonate or misrepresent your identity. PremiumPerks.com reserves the right to terminate any account, and associated membership, containing untruthful information. PremiumPerks.com is not responsible for lost payments or communications due to your failure to provide PremiumPerks.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for PremiumPerks.com, you are opting-in to receive PremiumPerks.com newsletters and other special offer emails from PremiumPerks.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to PremiumPerks.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, PremiumPerks.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or account or to receive payments to You; You may not use anyone else's password or account or act to

accrue points for anyone else's account; You are responsible for keeping Your password secret. PremiumPerks.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot not be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on you Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any person or entity, including third-parties. You are prohibited from using any data, content or

information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of PremiumPerks.com. Member shall not use robots or scripts with PremiumPerks.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the PremiumPerks.com service has strict negative consequences. Not only may PremiumPerks.com terminate the Membership of any Member who in PremiumPerks.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); PremiumPerks.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by PremiumPerks.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to PremiumPerks.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of PremiumPerks.com. Any decision made by PremiumPerks.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by PremiumPerks.com as a Member of the PremiumPerks.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for PremiumPerks.com members to receive free gifts. PremiumPerks.com members must have cookies enabled. PremiumPerks.com members must access the merchant site through PremiumPerks.com. These conditions are mandatory so that the merchant will know that the PremiumPerks.com member used PremiumPerks.com to reach the merchant site.

C. Free gifts awarded to PremiumPerks.com members are subject to changes for returns, cancellations, and other events. PremiumPerks.com can make these changes to PremiumPerks.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your PremiumPerks.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary information to PremiumPerks.com for such crediting of free gifts. PremiumPerks.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. PremiumPerks.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. PremiumPerks.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. PremiumPerks.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. PremiumPerks.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. PremiumPerks.com reserves the right to change free gift requirements for any product offered within PremiumPerks.com at any time.

C. PremiumPerks.com does not warranty, guarantee, or insure the quality of any product ordered through PremiumPerks.com. PremiumPerks.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. PremiumPerks.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the PremiumPerks.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but PremiumPerks.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, [click here](#) to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom PremiumPerks.com delivers offers for on both our publisher sites and PremiumPerks.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold PremiumPerks.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE

EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws

that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English. MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your PremiumPerks.com account or other benefits you receive as a PremiumPerks.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. PremiumPerks.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, PremiumPerks.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, PremiumPerks.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the PremiumPerks.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with PremiumPerks.com. We reserve the right to rectify any typos, errors and descriptions as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with PremiumPerks.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and PremiumPerks.com in connection with general membership in PremiumPerks.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent

permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

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1 Jason K. Singleton, State Bar #166170
jason@singletonlawgroup.com
2 Richard E. Grabowski, State Bar #236207
rgrabowski@mckinleyville.net
3 SINGLETON LAW GROUP
611 "L" Street, Suite A
4 Eureka, CA 95501
(707) 441-1177
5 FAX 441-1533

6 Attorneys for Plaintiff, ASIS Internet Services

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 ASIS INTERNET SERVICES, a California) Case No. C-08-1321 EMC
corporation)
11)
12 Plaintiff,) EXHIBIT C TO DECLARATION OF JOSH
vs.) MOHLAND IN SUPPORT OF OPPOSITION TO
13) MOTION TO STAY
14 MEMBER SOURCE MEDIA, LLC, a)
California limited liability company, et al.,)
15 Defendants.)
16)

17
18 **EXHIBIT "C"**
19 **(CD CONTAINING PDF**
20 **WHOIS REPORTS)**
21 **DOCUMENTS SUBMITTED**
22 **MANUALLY**
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DOMAINS BY PROXY

DOMAIN NAME PROXY AGREEMENT

Please read this Domain Name Proxy Agreement ("Agreement") carefully. By using the Services and/or Web site of Domains By Proxy, Inc., an Arizona corporation ("DBP"), You agree to all the terms and conditions set forth both herein and in the DBP privacy policy, which is incorporated by reference. You acknowledge that DBP may amend this agreement at any time upon posting the amended terms on its Web site, and that any new, different or additional features that change the services provided by DBP will automatically be subject to this agreement. If you do not agree to be bound by, or if you object to, the terms and conditions of this agreement and any amendments hereto, do not use or access our services. Continued use of DBP's services and its Web site after any such changes to this agreement have been posted, constitutes your acceptance of those changes.

This ("Agreement") is by and between DBP and you, your heirs, assigns, agents and contractors ("You") and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your relationship with DBP and Your use of DBP's services and represents the entire Agreement between You and DBP. By using DBP's Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, and You further agree to be bound by the terms of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; and (iii) anyone who uses the account You have established with DBP, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to purchase services from DBP, and that statements of a general nature on DBP's web site or in DBP promotional materials will not bind DBP. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN") (including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy") and Your Registrar (i.e., the ICANN-accredited person or entity through which You register a domain name).

1. DESCRIPTION OF DBP'S PRIVATE REGISTRATION SERVICES

The business of DBP is to maximize Your right to privacy to the greatest extent possible. When you subscribe to DBP's private registration service through a DBP-affiliated Registrar, each and any available domain name registration that You designate will thereafter be registered in the name of DBP, as Registrant. In exchange for DBP becoming the Registrant of each domain name registration on Your behalf, DBP shall keep Your name, postal address, email address, phone and fax numbers confidential, subject to Section 4 of this Agreement. When DBP becomes the Registrant of Your domain name registration, the following DBP information (and not your personal information) will be made publicly available in the "Whois" directory as determined by ICANN policy:

- i. DBP's name and postal address as Registrant of the domain name;
- ii. DBP's email address, postal address and phone number for the domain name registration's technical contact;
- iii. DBP's email address, postal address and phone number for the domain name registration's administrative contact;
- iv. DBP's email address, postal address and phone number for the domain's name registration's billing contact;
- v. The primary and secondary domain name servers You designate for the domain name;
- vi. The domain name's original date of registration and expiration date of the registration; and
- vii. The identity of Your Registrar.

2. FULL BENEFITS OF DOMAIN REGISTRATION RETAINED BY YOU

Although DBP will be the Registrant of each domain name registration You designate, You will retain the full benefits of domain name registration with respect to each such domain name registration, including:

- i. The right to sell, transfer or assign each domain name registration;
- ii. The right to control the use of each domain name registration, including designating the primary and secondary domain name servers to which each domain name points;
- iii. The right to cancel each domain name registration;
- iv. The right to cancel Your account with DBP so that You become the Registrant;
- v. The right to renew each domain name registration upon its expiration, subject to Your Registrar's applicable rules and policies; and
- vi. The right to initially resolve any and all monetary, creditor or other claims that arise in connection with a legal or other dispute involving Your domain name registration, subject to DBP's Section 4 rights, which shall, in all events, supersede any and all of Your rights as set forth in this Section 2.

3. YOUR NOTIFICATION OBLIGATIONS; REPRESENTATION AND WARRANTIES

Personal Information

You agree that for each domain name for which DBP becomes the Registrant on Your behalf, You will provide accurate and current information as to:

- i. Your name and postal address;
- ii. The email address, postal address, phone and fax numbers for the domain name registration's technical contact;
- iii. The email address, postal address, phone and fax numbers for the domain name registration's administrative contact;
- iv. The email address, postal address, phone and fax numbers for the domain name registration's billing contact;
- v. The primary and secondary domain name servers to which each domain name points; and
- vi. The domain name's original date of registration and expiration date.

You agree to: (i) notify DBP within five (5) business days when any of the personal information You provided upon subscribing to DBP's services, changes; (ii) respond within five (5) business days to any inquiries made by DBP to determine the validity of personal information provided by You; (iii) respond to email messages posted to Your DBP account regarding correspondence DBP has received that is either addressed to or involves Your domain name registration, as more fully set forth in Section 5(b) below. It is Your responsibility to keep Your personal information current and accurate at all times.

Renewals

You agree that DBP, as Registrant, will (i) arrange for Your Registrar to automatically renew on Your behalf, for a period of one year only, any domain name registration that is up for renewal; and (ii) arrange for Your Registrar to charge the credit card You have on file with the Registrar, at the Registrar's then current rates. Renewal fees, once charged, will be non-refundable. You may also elect not to automatically renew DBP's private registration services, by logging into Your customer account at Your Registrar's web site and selecting the manual renewal option. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date.

Representations and Warranties

You warrant that all information provided by You to DBP is truthful, complete, current and accurate.

You also warrant that You are using DBP's private registration services in good faith and that You have no knowledge of Your domain name infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. You also warrant that the domain name being registered by DBP on Your behalf will not be used in connection with any illegal or morally objectionable activity (as defined below in Section 4), or, in connection with the transmission of Spam.

4. DBP'S RIGHTS TO DENY, SUSPEND, TERMINATE SERVICE AND TO DISCLOSE YOUR PERSONAL INFORMATION

- i. You understand and agree that DBP has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to either: (i) close Your account (which means You then become the Registrant of the domain name registration); (ii) reveal Your name and personal information that You provided to DBP when required by law, in the good faith belief that such action is necessary in order to conform to the edicts of the law, or to comply with a legal process served upon DBP; (iii) resolve any and all third party claims, whether threatened or made, arising out of Your use of a domain name registered by DBP on Your behalf; or (iv) take any other action DBP deems necessary:
 - A. In the event you breach any provision of this Agreement or the DBP Anti-Spam Policy;
 - B. To protect the integrity and stability of the applicable domain name Registry;
 - C. To comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;
 - D. To comply with ICANN's Dispute Resolution Policy;
 - E. To avoid any financial loss or legal liability (civil or criminal) on the part of DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
 - F. If the domain name DBP registers on Your behalf violates or infringes a third party's trademark, trade name or other legal rights; and
 - G. If it comes to DBP's attention that You are using DBP's services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in, illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism and child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information.
- ii. You also acknowledge and agree that DBP may, in its sole discretion and without any liability to You whatsoever: (i) cancel the registration of any domain name DBP has registered on Your behalf during the first thirty (30) days after registration has taken place; (ii) cancel the registration of any domain name DBP has registered on Your behalf if that name is being used in association with Spam; and/or (iii) suspend your rights under Section 2 of this Agreement during resolution of a dispute.
- iii. You further understand and agree that if DBP is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your domain name registration or Your use of DBP's services, Your private domain name registration will automatically revert back to You and Your identity will therefore be

revealed in the Whois directory as Registrant.

- iv. In the event: (i) DBP takes any of the actions set forth in paragraphs (a), (b) or (c) above; and (ii) You elect to cancel DBP's services for any reason, neither DBP nor your Registrar will refund any fees paid by You whatsoever.

5. COMMUNICATIONS FORWARDING

a. Correspondence Forwarding

Inasmuch as DBP's name, postal address and phone number will be listed in the Whois directory, You agree that DBP will review and forward communications addressed to your domain name that are received via email, certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail. You specifically acknowledge that DBP will not forward to You first class postal mail (other than legal notices), "junk" mail or other unsolicited communications (whether delivered through fax, postal mail or telephone), and You further authorize DBP to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by DBP.

b. Email Forwarding

The Whois directory requires an email address for every purchased domain name registration. When You purchase a private domain registration, DBP creates a private email address for that domain, "@domainsbyproxy.com". Thereafter, when messages are sent to Your private email address, DBP handles them according to the email preference You selected for that particular domain. You have three email preferences from which to choose. You can elect to: (i) have all of the messages forwarded; (ii) have all of the messages filtered for Spam and then forwarded; or (iii) have none of the messages forwarded.

c. Notifications Regarding Correspondence and Your Obligation to Respond

When DBP receives certified or traceable courier mail or legal notices addressed to Your domain name, we will post an email message to Your DBP account. Our email message will identify the sender of the correspondence, the date we received it, and a brief description of its contents. You will have seventy-two (72) hours to decide whether to reject the correspondence or have it forwarded via overnight courier, facsimile (or both). You will be informed of the charge for both shipping options and the credit card You provide will be billed only after You have affirmatively selected one or both shipping options. You must select a shipping option and the credit card transaction must be successful prior to us forwarding the correspondence to You. In the event You do not respond to our email message, DBP will attempt to contact you via telephone. If you do not respond to our email or voice messages and/or the correspondence that DBP has received regarding Your domain name registration concerns a legal dispute or otherwise requires immediate forwarding and/or immediate disposition, DBP may immediately reveal Your identity and/or cancel our private registration service regarding either the domain name registration in question or with respect to all of Your private domain name registrations, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. We take this action because DBP will not become involved in any legal or other matters between You and third parties.

d. Forwarding Fees

In consideration for (i) handling and forwarding certified and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with complaining third parties, You agree to pay DBP at the time such services are provided. DBP may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by You) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using DBP's forwarding services. Payment shall be made by You providing a valid credit card for charge by DBP, and is non-refundable. If for any reason DBP is unable to charge Your credit card with the full amount of the service provided, or if DBP is charged back for any fee it previously charged to the credit card You provided, You

agree that DBP may, without notice to You, pursue all available remedies in order to obtain payment, including but not limited to, sale of the domain name registration to a third party, and immediate cancellation of Your account and all services DBP provides to You.

e. Additional Administrative Fees

DBP reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. You agree that DBP will arrange for Your Registrar to bill these charges to the credit card You have on file with the Registrar. Administrative fees, once charged, will be non-refundable. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. Failure to do so could result in termination of DBP's services.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

6. LIMITATIONS OF LIABILITY

Under no circumstances shall DBP be liable for any direct, indirect, incidental, punitive, special, or consequential damages for any reason whatsoever related to this agreement, your domain name registration, DBP's services, use or inability to use the DBP Web site or the materials and content of the Web site or any other Web sites linked to the DBP Web site or your provision of any personally identifiable information to DBP or any third party. This limitation applies regardless of whether the alleged liability is based on contract, tort, warranty, negligence, strict liability or any other basis, even if DBP has been advised of the possibility of such damages or such damages were reasonably foreseeable. Because certain jurisdictions do not permit the limitation or elimination of liability for consequential or incidental damages, DBP's liability in such jurisdictions shall be limited to the smallest amount permitted by law.

You further understand and agree that DBP disclaims any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of our affiliated-Registrars; (iii) data non-delivery or mis-delivery between You and DBP; (iv) the failure for whatever reason to renew a private domain name registration; (v) the unauthorized use of Your DBP account or any of DBP's services; (vi) errors, omissions or misstatements by DBP; (vii) deletion of, failure to store, failure to process or act upon email messages forwarded to either You or Your private domain name registration; (viii) processing of updated information regarding Your DBP account; (ix) any act or omission caused by You or Your agents (whether authorized by You or not).

7. INDEMNITY

You agree to release, defend, indemnify and hold harmless DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your Registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the services provided hereunder by DBP, the DBP web site, Your account with DBP, Your use of Your domain name registration, and/or disputes arising in connection with the Dispute Resolution Policy.

8. DBP WARRANTY DISCLAIMER

DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers, and employees expressly disclaim all representations and warranties of any kind in connection with this agreement, the service provided hereunder, the DBP Web site or any Web sites linked to the DBP Web site, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. All DBP services, as well as the DBP Web site, are provided "AS IS". Your subscription to and use of DBP's services and its Web site are entirely at your risk. Some jurisdictions do not allow the disclaimer of implied warranties, in which event the foregoing disclaimer may not apply to you.

9. COPYRIGHT & TRADEMARK

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the DBP web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that DBP expressly reserves its rights in and to all such content and materials.

You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the afore-described content and materials without the express written permission of DBP. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

10. MISCELLANEOUS PROVISIONS

a. Severability; Construction; Entire Agreement

If any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and DBP regarding the services contemplated herein.

b. Governing Law; Venue; Waiver Of Trial By Jury

This Agreement shall be governed in all respects by the laws and judicial decisions of Maricopa County, Arizona, excluding its conflicts of laws rules. Except as provided immediately below, You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of Maricopa County, Arizona. For the adjudication of domain name registration disputes, you agree to submit to the exclusive jurisdiction and venue of the U.S. District Court for the District of Arizona located in Phoenix, Arizona. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement.

c. Notices

All notices from DBP to You will be sent to the email address You provided to DBP. Notices by email shall be deemed effective 24 hours after the email is sent by DBP, unless DBP receives notice that the email address is invalid, in which event DBP may give You notice via first class or certified mail, return receipt requested. All notices from You to DBP shall be sent via certified mail, return receipt requested or traceable courier to DBP, Inc., Attn: General Counsel, 15111 North Hayden Road, Suite 160, PMB 353, Scottsdale, AZ. 85260. Notices sent via certified mail or traceable courier shall be deemed effective five (5) days after the date of mailing.

d. Insurance

In the unlikely event You lose Your domain name registration to a third party solely as a result of DBP's negligent actions (and absent fraud or other negligent or willful misconduct committed by a third party), You may be insured against such loss through DBP's Professional Liability Insurance Policy, which is currently underwritten by American International Insurance Company. Of course, every claim is subject to the then-carrier's investigation into the facts and circumstances surrounding such claim. In the event You have reason to believe that circumstances exist which warrant the filing of an insurance claim, please send a written notice (specifying the basis for such claim), via certified mail, return receipt requested, to:

Domains By Proxy, Inc.
15111 N. Hayden Road, Suite 160
PMB 353
Scottsdale, AZ. 85262
Attn: Insurance Claims

e. Indemnification

In the unlikely event You lose Your domain name registration to a third party solely as a result of DBP's willful misconduct, Your Registrar (the "Indemnifying Party") will indemnify and hold You harmless against any losses, damages or costs (including reasonable attorneys fees) resulting from any claim, action, proceeding, suit or demand arising out of or related to the loss of Your domain name registration. Such indemnification obligations under this Section 10 (e) are conditioned upon the following: (i) that You promptly give both DBP and the Indemnifying Party written notice of the claim, demand, or action and provide reasonable assistance to the Indemnifying Party, at its cost and expense, in connection therewith, and (ii) that the Indemnifying Party has the right, at its option, to control and direct the defense to any settlement of such claim, demand, or action.

Any notice concerning indemnification shall, with respect to DBP, be sent in accordance with Section 10(c) of this Agreement. With respect to Your Registrar, notices regarding indemnification should be sent in accordance with the notification provisions contained in Your Registrar's Domain Name Registration Agreement.

f. Term of Agreement; Survival

The term of this Agreement shall continue in full force and effect as long as DBP is the Registrant for any domain name on Your behalf. Sections 5 (Communications Forwarding), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 10 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

Revised: 5/16/2007

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Toll-free: 1-800-688-6311
Email: support@moniker.com

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REGISTRATION AGREEMENT

For domain escrow terms, [please click here](#)
For domain appraisal terms, [please click here](#)

MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOP-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG, .INFO, AND .BIZ ("TLD'S").

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

1. INTRODUCTION

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escrow Services, Domain Traffic Monitoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Moniker service(s) or to modify or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida.

2. SECURITY

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web site at the time of your selection unless otherwise contracted. All fees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, or be modified in any way, including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time. Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your domain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you

notice by email and/or phone call, to the listed account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided hereunder, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed. Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at <http://www.moniker.com/help/privacy.jsp> and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We may or may not post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected,
- b. the intended recipients or categories of recipients of the third party's personal data,
- c. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- a. the domain name(s) registered by you;
- b. your name and mail address;
- c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
- d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- e. the corresponding names of those nameservers;
- f. the original creation date of the registration; and
- g. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

a. **Disclosure and Use of Information**

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy ([please click here](#) to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or

apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com. [Please click here](#) to refer to Moniker.com's bulk WHOIS data policies and [click here](#) if you would like your WHOIS information made available for bulk access. Moniker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precautions are taken.

b. Communications

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and/or
- b. change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker' Web sites, or upon notification to you by e-mail or mail.
- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker' services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by:
- d. any agent, representative or employee of any third party that you may use to apply for our services; or
- e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

[Click here](#) to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email

after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

[Click here](#) to review the Domain Deletion and Auto-Renew Policy

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Term Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrar by the provider of the backorder service.

8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

9. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: <http://www.moniker.com/help/disputepolicies.jsp>. Please take the time to familiarize yourself with that policy.

10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the court by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall

submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

13. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or failure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Moniker Online Services, LLC and Moniker Online Services, Inc., its affiliates and business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afiliass Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and shareholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afiliass, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afiliass for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afiliass in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for such domain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Afiliass, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afiliass, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afiliass as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afiliass also reserve the right to lock a domain name during resolution of a dispute.

17. BREACH

You agree that your failure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

19. REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

21. REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we delete your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusal to register you for other Moniker service(s).

23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

24. ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

25. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.moniker.com/help/dtc.jsp>, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

26. GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's services, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida. THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing;

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

27. LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Moniker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support team at support@moniker.com and/or DomainSystems, or use Moniker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

28. PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications

equipment;

intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another;

collecting or storing personal data about other users;

promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

29. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker at any time. These terms will continue to apply to all past use of the Service(s) by You, even if You are no longer using the Service(s). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

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Register Domain Names with Moniker Online Services, LLC

REGISTERFLY REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of REGISTERFLY's ("REGISTERFLY") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other REGISTERFLY domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to REGISTERFLY. This Agreement explains our obligations to you, and explains your obligations to us for various REGISTERFLY services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional REGISTERFLY service(s) or to cancel your REGISTERFLY service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by REGISTERFLY under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by REGISTERFLY. REGISTERFLY at times may 'resell' the services of other [registrars](#) or 3rd party providers, you are bound by their terms and conditions when this situation occurs.

This Agreement will become effective when accepted by REGISTERFLY. REGISTERFLY may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services:

All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration.

You agree and acknowledge that REGISTERFLY is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. What We Do Not Do:

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

3. Fees:

As consideration for the domain name registration services and/or other services provided by REGISTERFLY to you, you agree to pay REGISTERFLY, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by REGISTERFLY in its sole discretion). As further consideration for the REGISTERFLY service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to REGISTERFLY as the paying entity for that registration to the registry. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at \$250 USD. You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date, unless you instruct us otherwise within the time specified. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge you accordingly.

4. Domain Name Dispute Policy:

The Dispute Policy can be found at [by clicking here](#). Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold REGISTERFLY harmless pursuant to the terms and conditions contained in the Dispute Policy.

5. Transfer to another Registrar:

You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with REGISTERFLY. You agree to provide authorization to REGISTERFLY for the transfer of the domain name to another registrar and agree to pay any and all fees that may be charged by REGISTERFLY to effect the transfer. Your request to transfer to another registrar may be denied in situations described in the Dispute Policy, including, but not limited to: a dispute over the identity of the domain name holder; bankruptcy; and default in the payment of any fees.

6. Modifications to REGISTERFLY's Registration Agreement and Dispute Policy:

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on REGISTERFLY's web site, or on notification to you by e-mail or United States mail. You agree to review REGISTERFLY's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at sales@REGISTERFLY or United States mail at the addresses listed on the cover page of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the REGISTERFLY services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

7. Account Information and Its Use:

a. Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:

- i. The domain name being registered;
- ii. Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and
- iii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- iv. Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

b. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

- i. The original creation date of the registration;
- ii. The submission date and time of the registration application to us and by us to the proper registry;
- iii. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- iv. Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- v. The corresponding names of those nameservers;
- vi. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- vii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- viii. The expiration and renewal date of the registration;
- ix. Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

c. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by REGISTERFLY concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. Privacy Policy: Disclosure and Use of Registration Information. You agree and acknowledge that REGISTERFLY will make available domain name registration information you provide or that we otherwise maintain to the registry administrator(s), and to other third parties and applicable laws may require or permit. You further agree and acknowledge that REGISTERFLY may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our "whois" service) or for targeted marketing and other purposes and applicable laws.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by REGISTERFLY.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (<http://www.Registerfly.net>), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of your Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. REGISTERFLY will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

8. Ownership of Information and Data:

You agree and acknowledge that REGISTERFLY owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. REGISTERFLY does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

9. Agents and Licenses:

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

10. Announcements:

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet

11. Limitation of Liability:

YOU AGREE THAT REGISTERFLY WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND REGISTERFLY'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. REGISTERFLY ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTERFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REGISTERFLY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

12. Indemnity:

You agree to release, indemnify, and hold all Registry Operators, REGISTERFLY, their contractors, agents, employees, officers, directors and affiliates

harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the REGISTERFLY services provided hereunder or your use of the REGISTERFLY services, including without limitation infringement by you, or someone else using any REGISTERFLY service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any REGISTERFLY operating rule or policy relating to the service(s) provided. When REGISTERFLY is threatened with suit by a third party, REGISTERFLY may seek written assurances from you concerning your promise to indemnify REGISTERFLY; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

13. Representations and Warranties:

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, REGISTERFLY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE REGISTERFLY'S E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. REGISTERFLY MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REGISTERFLY OR THROUGH THE E-MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Breach and Revocation:

REGISTERFLY reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by REGISTERFLY, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any registrar (including REGISTERFLY) or registry administrator procedures, (1) to correct mistakes by REGISTERFLY, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that REGISTERFLY shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as REGISTERFLY receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

15. Right Of Refusal:

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other REGISTERFLY service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other REGISTERFLY service(s), or we delete your domain name or other REGISTERFLY service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other REGISTERFLY service(s)

16. Governing Law:

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Florida, as if the Agreement was a contract wholly entered into and wholly performed within the State of Florida. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the REGISTERFLY site shall be brought exclusively in the United States District Court for the State of Florida.

17. Notices:

You agree that any notices required to be given under this Agreement by REGISTERFLY to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

18. Infancy:

You attest that you are of legal age to enter into this Agreement.

19. General:

This Agreement, REGISTERFLY's Disclaimer and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and REGISTERFLY, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of REGISTERFLY to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by REGISTERFLY of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. REGISTERFLY will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of REGISTERFLY as reflected in the original provision. This Agreement, REGISTERFLY's Disclaimer and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of REGISTERFLY.

20. Additional Registry Requirements

Listed below are additional contractual requirements that you, the registrant, must agree to should you desire to register a domain name in these registries.

- A. **(.NU)** In addition to the terms set forth above, the following terms shall apply to registrants of .tv, .cc, .bz, .nu and .ws domain names. Your registration of a domain name in the .TV, .CC, .BZ, .NU or .WS top-level domain ("New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective website. You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Service Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies.
- B. **(.INFO)** Should you seek to register a .INFO second level domain name you, the registrant, must agree to the following terms:
1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registered Domain Name Holder's Personal Data by Afiliis, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
 2. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
 3. Registrant acknowledges that Afiliis, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
 4. Registrar and Afiliis, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afiliis as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afiliis also reserve the right to freeze a domain name during resolution of a dispute.
- C. **(.BIZ)** Should you seek to register a .BIZ second level domain name you, the registrant, must agree to the following terms:
1. **BIZ RESTRICTIONS.** Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
 - I. To exchange goods, services, or property of any kind;
 - II. In the ordinary course of trade or business; or
 - III. To facilitate:
 - a) the exchange of goods, services, information, or property of any kind; or,
 - b) the ordinary course of trade or business. Registering a domain name solely for the purposes of
 - i. selling, trading or leasing the domain name for compensation, or
 - ii. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.
 2. **BIZ CERTIFICATION.** As a .biz domain name registrant, you hereby certify to the best of your knowledge that:

The registered domain name will be used primarily for bona fide business or commercial purposes and not

 - i. exclusively for personal use; or
 - ii. solely for the purposes of
 - a. selling, trading or leasing the domain name for compensation, or
 - b. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>
 1. The domain name registrant has the authority to enter into the registration agreement; and
 2. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

3. PROVISION OF REGISTRATION DATA.

a) Provision of Registration Data. As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory and may be sold in bulk.

b) Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement.

4. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy

(ii) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and

(iii) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

7. RESERVATION OF RIGHTS. REGISTERFLY. and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of REGISTERFLY. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. REGISTERFLY. and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

D. **(.NAME)** Should you seek to register a .NAME second level domain name you, the registrant, must agree to the following terms:

1. DEFENSIVE REGISTRATIONS

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .name space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

2. PHASES OF DEFENSIVE REGISTRATIONS

(a) As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

(b) Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.

(c) Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, the summary of which is as follows:

(i) There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;

(ii) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;

(iii) The Defensive Registrant must provide the information requested in Section 3(a) below;

(iv) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

3. PROVISION OF REGISTRATION DATA

(a) As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

(b) In addition to the information provided in subsection (a) above, Phase I Defensive Registrants must also provide (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority

(c) You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond for over five (5) calendar days to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the publicly available Whois directory with respect to a Defensive Registration(s) concerning the accuracy of contact details associated with any such Defensive Registration(s) registered by or through you or your account shall constitute a breach of this Agreement.

4. DOMAIN NAME DISPUTE POLICY

(a) If you registered a Defensive Registration, you agree that: (i) the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP"); (ii) if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and (iii) if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator")

(b) You further agree that if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

(c) The ERDRP applies to, among other things, challenges to Defensive Registrations within .name

5. DEFENSIVE REGISTRATION DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the Defensive Registration after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. DEFENSIVE REGISTRATIONS DISPUTES

You agree that, if your Defensive Registration is challenged by a third party, you will be subject to the provisions specified in our Defensive Registration dispute policy in effect at the time of the dispute. You agree that in the event a Defensive Registration dispute arises with any third party, you will indemnify and hold REGISTERFLY. harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your Defensive Registration, you agree not to make any changes to your Defensive Registration record without our prior approval. We may not allow you to make changes to such Defensive Registration record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your Defensive Registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Defensive Registration and use of our domain name registration services, we may deposit control of your Defensive Registration record into the registry of the judicial body by supplying a party with a Registrar certificate from us.

7. CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

8. .name REGISTRATION RESTRICTIONS

Registrations in the .name TLD must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

9. .name CERTIFICATIONS

As a .name domain name Registrant, you hereby certify to the best of your knowledge that:

- (a) You have the authority to enter into this Agreement; and
- (b) The registered domain name or second level domain ("SLD") email address is your Personal Name.

10. PROVISION OF REGISTRATION DATA

(a) As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including: (i) your full name and postal address, email address, voice telephone number, and fax number, if available; (ii) the IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name; (iii) the full name, postal address, email address, voice telephone number, and fax number, if available, of the technical contact for the domain name; (iv) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name; (v) the name, postal address, email address, voice telephone number, and fax number, if available, of the billing contact for the domain name. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory Registry Policy. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

(b) You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement.

11. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a .name domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (a) the Eligibility Requirements (the "Eligibility Requirements");
- (b) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"); and
- the Uniform Domain Name Dispute Resolution Policy (the "UDRP").

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to (i) registered domain names and SLD email address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations within .name.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry ("Registry Operator") or Registrar over the registration and use of an Internet domain name registered by a Registrant.

12. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name or SLD email address after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

13. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold REGISTERFLY harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has

been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the Registry of the judicial body by supplying a party with a Registrar certificate from us.

14. EMAIL FORWARDING

- (a) The service for which you have registered may, at your option, include Email Forwarding. To the extent you opt to use Email Forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.
- (b) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage. This includes, but is not limited to the Acceptable Use Policy, available at _____, as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use Email Forwarding:
- (i) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
 - (ii) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
 - (iii) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or
 - (iv) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.
- (c) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding. However, due to the nature of such systems, which actively block messages, Registry Operator shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or REGISTERFLY. to give feedback on the decision.
- (d) You understand and agree that Registry Operator may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of Email Forwarding. You further understand and agree that Registry Operator is at liberty to block your access to Email Forwarding if you use Email Forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the Email Forwarding unless it would damage the reputation of Registry Operator or jeopardize the security of Registry Operator or others to do so. Registry Operator reserves the right to immediately discontinue Email Forwarding without notice if the technical stability of Email Forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.
- (e) You understand and agree that to the extent Registry Operator is required by law to disclose certain information or material in connection with your Email Forwarding, Registry Operator will do so in accordance with such requirement and without notice to you.

15. RESERVATION OF RIGHTS

REGISTERFLY. and Registry Operator Operator, expressly reserve the right to deny, cancel or transfer any Defensive Registration that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of REGISTERFLY. and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. REGISTERFLY. and Registry Operator also reserve the right to freeze a Defensive Registration during a resolution of a dispute.

16. LIMITATION OF LIABILITY

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from (i) the processing of Defensive Registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name or SLD email address registration using these processes; or (ii) any dispute over any .name domain name, SLD email address, Defensive Registration or NameWatch Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

17. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration. This indemnification obligation will survive the termination or expiration of this Agreement.

18. COMPLIANCE WITH TERMS AND CONDITIONS

Registrar shall comply with the following:

- (a) Standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement; and
- (b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of Registry Operator, and consistent with standards, policies, procedures, and practices and Registry Operator's Registry Agreement. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E of the Registry-Registrar Agreement Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator to Registrar.

20. Whois Protection Service:

For subscribers to the ProtectFLY whois protection service you agree that REGISTERFLY will be the listed Registrant and domain owner as per the information contained within the official whois record. Additional restrictions and stipulations pertaining to the Whois Protection service are as follows:

Full Ownership rights retained by you:

Although RegisterFly is listed as the registrant, you will retain full domain ownership rights, such as:

- The ability to sell or transfer each domain(internal or external transfer)
- The ability to manage domain name servers to the settings of your choice
- The ability to create/manage/nameservers for your domain
- The ability to have access to all standard(free) and paid services offered via REGISTERFLY that would require changes to your domain settings
- The ability to renew your domain upon expiration

Information that will be made publicly available for each domain

The following publicly available information will be listed for your domain. In lieu of your information REGISTERFLY contact information will be listed:

- Registrant - name, email, address, phone and fax contacts - RegisterFly will be listed
- Technical - name, email, address, phone and fax contacts - RegisterFly will be listed
- Billing - name, email, address, phone and fax contacts - RegisterFly will be listed
- Administrative - name, email, address, phone and fax contacts - RegisterFly will be listed

Your obligations relative to information

For each domain that utilizes the ProtectFLY service you agree to provide the following **VERIFIABLE** information

- Registrant - name, email, address, phone and fax contacts
- Technical - name, email, address, phone and fax contacts
- Billing - name, email, address, phone and fax contacts
- Administrative - name, email, address, phone and fax contacts

Reservation of rights:

REGISTERFLY expressly reserves the right to deny acceptance of your subscription, cancel your account or transfer your domain ownership back to you. We also reserve the right to disclose your information when required by law(court orders, subpoenas, official government inquiries). In the event of being named as defendant in any civil, criminal or legal related proceedings, the whois protection service for the affected domain will be terminated and the ownership information will transfer back to you. All verified spam complaints will result in your Protectfly service being terminated, consequently your domain ownership information will revert back to yours. Additional regulations for spam abuse are available via our TOS.

Notice of termination:

In the event you wish to cancel the Whois Protection service for a given name, you agree to explicitly cancel/suspend via REGISTERFLY website. The official URL to manage, suspend or cancel services is located at <http://www.protectfly.com>. Upon suspension or cancellation the ProtectFLY service will cease for the specific domain, the publicly available whois information will revert back to yours and you will retain full ownership of the domain. Additional notice or proof of cancellation is not required beyond what is available via our online interface.

Indemnification:

You agree to indemnify, defend and hold harmless REGISTERFLY, its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration. This indemnification obligation will survive the termination or expiration of this Agreement.

Governing Law:

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Florida, as if the Agreement was a contract wholly entered into and wholly performed within the State of Florida. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the REGISTERFLY site shall be brought exclusively in the United States District Court for the State of Florida.

Limitation of liability:

YOU AGREE THAT REGISTERFLY WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND REGISTERFLY'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10)

APPLICATION OF THE DISPUTE POLICY. REGISTERFLY ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTERFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL REGISTERFLY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Total Domain Names on the eNom Platform: **10,000,214**[Apply for a reseller account](#) | [log-in](#)[whois](#) | [help](#)[TERMS AND CONDITIONS](#) » [id protect](#)

ID Protection Service Agreement

PLEASE READ THIS ID PROTECTION SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE ID PROTECTION SERVICES ("IDP SERVICES"), YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THE "SERVICE PROVIDERS" (DEFINED BELOW) MAY AMEND THIS AGREEMENT BY POSTING THE AMENDED AGREEMENT ON THE WEBSITE WHERE YOU OBTAINED THE IDP SERVICES. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE IDP SERVICES WILL AUTOMATICALLY BE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO, DO NOT USE, ACCESS, OR CONTINUE TO USE THE IDP SERVICES. CONTINUED USE OF THE IDP SERVICES AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between Whois Privacy Protection, Inc., a Nevada corporation ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the IDP Services available to you ("Primary Service Provider;" Backend Service Provider and Primary Service Provider, if any, being together referred to herein as the "Service Providers"), your heirs, executors, administrators, agents, successors and assigns ("You," "Your," and other appropriate formatives). This Agreement sets forth the terms and conditions of Your relationship with the Service Providers and Your use of the IDP Services. You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account You establish to obtain the IDP Services, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to obtain the IDP Services. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy," <http://www.icann.org/dndr/udrp/policy.htm>) any policy which ICANN may establish with respect to WHOIS information, and the terms and conditions of Your domain name registration with Your registrar (the ICANN-accredited person or entity through which You register a domain name). This Agreement is in addition to domain name registration agreement(s) entered into by You and a registrar when you register or renew domain name registration(s).

1. THE IDP SERVICES

If you subscribe to the IDP Services, each domain name registration which you control and which You designate ("IDP Domains") will thereafter be registered in the name of the Backend Service Provider, as registrant. Your name, postal address, email address, phone and fax numbers shall be kept confidential, subject to Section 5 of this Agreement. The following information (and not your personal information) will be made publicly available in the "Whois" directory for each IDP Domain:

- The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts ("IDP Addresses");
- The primary and secondary domain name servers You designate for the IDP Domain;
- The IDP Domain's original date of registration and expiration date;
- The identity of Your registrar, domain name service provider (if different from registrar) and the status of the IDP Domain with the registrar (such as, "active," "Registrar Lock," "clienthold," etc.).

While You will not be listed as the registrant for the IDP Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the IDP Domain(s). You will retain the right to sell, transfer, or assign each IDP Domain; You will retain the right to control and set the DNS settings for the IDP Domain(s); You will retain the right to renew each IDP Domain name registration upon expiration (subject to your registrar's applicable rules and policies); and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your IDP Domain(s), subject to the remaining provisions of this Agreement.

IMPORTANT: THE IDP SERVICES ARE NOT A GENERAL MAIL FORWARDING SERVICE. You agree that You will not provide any third party with the IDP Addresses for the purpose of having such third party transmit communications to you through the Backend Service Provider. Third parties may obtain the IDP Addresses listed in the Whois directory by their own initiative, but You agree that You will not be the one to provide

the IDP Addresses to such third parties.

2. PROVISION OF PERSONAL INFORMATION

You agree that for each IDP Domain, You will provide to the Service Providers and maintain as current and accurate, the following information:

- Your name, address, email address, postal address, phone and fax numbers;
- The name, address, email address, postal address, phone and fax numbers for the IDP Domain's administrative, technical, and billing contacts;
- The primary and secondary domain name servers for the IDP Domain;

You agree to: (i) update this information immediately as it changes over time; (ii) respond within five (5) business days to any inquiries made by either Service Provider to determine the validity of personal information provided by You; (iii) promptly respond to messages regarding correspondence addressed to or involving Your IDP Domain(s), as more fully set forth in section 6 below. If You do not supply primary and secondary domain name servers, You agree that Backend Service Provider may point Your IDP Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

3. RENEWALS AND FEES

If You have selected automatic renewal of the IDP Services through the account which you use to manage Your IDP Services ("Your Account"), You agree i) that the IDP Services shall be automatically renewed 30 days prior to the end of Your IDP Services term, ii) that the Service Provider will attempt to charge the credit card You have on file with the Service Provider at the then current rates, and iii) You waive any requirement to obtain your ongoing affirmative consent to any such automatic renewal. If you do not wish to automatically renew the IDP Services, You agree that the exclusive method for communicating this to the Service Provider shall be by logging into Your Account to ensure that the auto-renewal or renewal option is not selected. You understand that You must do this at least 31 days prior to the end of the then current IDP Service term. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. If Service Provider is unable to collect renewal or other fees, you agree that a Service Provider may contact You, but is not obliged to do so, and You agree that Service Provider may suspend or terminate the IDP Services as a result of inability to obtain payment.

For domain name registrations which are serviced by a registrar other than a Service Provider: If available as an option and if such option selected by You, You agree that either Service Provider shall be authorized to contact your domain name registration service provider on Your behalf (and using the credit card provided by You) to renew the domain name registration of associated IDP Domains.

If Backend Service Provider elects to begin charging fee(s) to forward communications to You (see below), You agree that you may be required to pay such fees before the communications will be forwarded. Backend Service Provider may change its service and forwarding fees at any time. Backend Service Provider may also charge reasonable fees for administrative tasks outside the scope of regular services. These may include, but are not limited to, customer service issues that require personal service and disputes that require legal services. You are responsible for paying all fees and taxes associated with using Backend Service Provider's services. Payment shall be made by credit card unless other options are indicated in Your Account. You agree that charges may appear on the credit card statement under a descriptive provider identifier, such as "Domain Name Registration Services." Fees are non-refundable. If for any reason there is a charge back for any fee previously charged to the credit card by Backend Service Provider, You agree that Backend Service Provider may, without notice, pursue all available remedies in order to obtain payment. Without limitation on other remedies which may be available under such circumstances, You agree that Backend Service Provider may assume complete ownership of the IDP Domain(s), that the IDP Domain(s) may be sold to third parties, or that the IDP Domain(s) may be pointed to IP numbers of Backend Service Provider's choosing, and that Backend Service Provider may immediately cancel Your Account and all services provided to You.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF IDP SERVICES AND REGISTRATION TERM OF AN ASSOCIATED IDP DOMAIN: You understand that your IDP Services term begins on the date Your attempt to procure the IDP Services is accepted by the Service Provider(s) and that it shall run for the unit of time which You order (typically, this would be one year). You understand that the IDP Services term may be different than the registration term of the IDP Domain which is associated with the IDP Services. If an IDP Domain expires and is deleted before the end of the term of the associated IDP Services, then the IDP Services associated with the domain will end when the IDP Domain is deleted and You understand that there will be no refund for any resulting unused portion of an IDP Services term. If the IDP Services term ends while the registration term for an IDP Domain is still ongoing, then the IDP Services will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) IDP Domain, and the communications forwarding services specified in section 6 will no longer be provided.

4. YOUR REPRESENTATIONS & WARRANTIES

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that you will maintain all information in this status throughout the term of this Agreement. You also represent and warrant that You are using the IDP Services in good faith and that You have no knowledge or reason to believe that Your IDP Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the IDP Services nor IDP Domain(s) will not be used in connection with any illegal or morally objectionable activity (as defined below in section 5), or, in connection with the transmission of unsolicited commercial email ("Spam").

5. SERVICE PROVIDER'S SUSPENSION OR TERMINATION OF SERVICE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In the event of any of the following:

- If the IDP Domain(s) is (are) alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties;
- If you breach any provision of this Agreement or an anti-Spam policy of either Service Provider;
- If You breach any provision of Your registrar's Registration Agreement;
- If necessary to protect the integrity and stability of the applicable domain name registry;
- If necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;
- If Backend Service provider is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your use of the IDP Services or an IDP Domain;
- If necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude use a service such as ID Protect);
- If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Backend Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
- OR if it comes to Backend Service Provider's attention that You are alleged to be using the IDP Services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal primarily to prurient interests; (ii) defame, embarrass, harm, abuse, threaten, or harass; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, race, ethnicity, or are otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information, THEN

You understand and agree that Backend Service Provider has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to suspend the IDP Services, close Your Account, terminate provisionment of the IDP Services, list the information You provided in section 2 in the Whois output or provide the information You provided in section 2 to a claimant, resolve any and all third party claims, whether threatened or made, arising out of Your use of IDP Domain, or take any other action which Backend Service Provider deems necessary.

In the event Backend Service Provider takes any of the actions set forth above or in the event You elect to cancel the IDP Services for any reason, neither Service Provider will refund any fees paid by You for the IDP Services.

You also acknowledge and agree that Backend Service Provider may, in its sole discretion and without any liability to You whatsoever, cancel the IDP Services during the first thirty (30) days after You procured the IDP Services, and/or suspend Your rights under this Agreement and list the IDP Addresses during resolution of a dispute or investigation of allegations.

6. FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the IDP Addresses associated with Your IDP Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail which does not appear to be unsolicited commercial mail, Backend Service Provider may either i) forward such communication to You or ii) may attempt to communicate to you a scanned copy of a page of the communication to ascertain Your desires with respect to forwarding the communication to You. You specifically acknowledge that Backend Service Provider may elect to not forward to You (nor to otherwise communicate with You) regarding first class postal mail or email, fax, postal mail or telephone communications which appear to be unsolicited

communications which offer or advertize the sale of goods or services or which solicit charitable contributions, or communications which appear to arise from Your having used the IDP Services as a general mail forwarding service (see section 1, above). You authorize Backend Service Provider to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by Backend Service Provider, including failures which arise from Backend Service Provider's mistake in judging whether a communication appears to be an unsolicited communication.

Email. The Whois directory generally requires an email address for every purchased domain name registration. When You purchase IDP Services, Backend Service Provider creates an email address for that domain, "yourdomainname@whoisprivacyprotect.com". Thereafter, when messages are sent to the email address listed in the IDP Address, Backend Service Provider forwards such messages to the email address You listed in section 2. If such email address becomes non-functioning or if email to such address bounces, Backend Service Provider is not obligated to attempt to contact You through other means. You agree that Backend Service Provider may elect, in Backend Service Provider's sole discretion, to allow You to access Your Account and view email sent to the IDP Addresses, though such alternative means of servicing Your Account is an option and not a requirement.

Your Obligation to Respond to communications from the Backend Service Provider: When Backend Service Provider receives a communication which may warrant forwarding to You, per the terms of this Agreement, Backend Service Provider will send an email to the email address You provided to Backend Service Provider pursuant to section 2. The email message will identify the sender of the correspondence and the date received. As an alternative, You agree that Backend Service Provider may allow you to access Your Account to view full or partial scanned copies of (non-email) communications sent to the IDP Addresses and that You may be required to interact with Your Account to have the physical originals of such communications forwarded to You and that if You do not interact with Your Account in the ways indicated upon accessing Your Account, that the communications may not be forwarded to You. In either event, You will have seventy-two (72) hours to decide whether to have the communication(s) forwarded. If you do not respond within this time period, the communication(s) will not be forwarded. Method of forward will be determined by Backend Service Provider. Communication(s) may not be immediately forwarded upon Your election; there may be a delay and communication(s) may be aggregated to be forwarded together. The Backend Service Provider may begin charging fees for forwarding communications or may change the method by which communications are forwarded without written notice.

In the event You do not respond to communications from the Backend Service Provider regarding communications received at the IDP Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the IDP Services regarding either the IDP Domain in question or with respect to all of Your IDP Domains, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. This action would be taken because Backend Service Provider will not become involved in any legal or other matters between You and third parties.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE IDP SERVICES, USE OR INABILITY TO USE THE PRIMARY OR BACKEND SERVICE PROVIDER(S) WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRIMARY AND BACKEND SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

You further understand and agree that the Primary and Backend Service Providers disclaim any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of affiliated parties; (iii) data non-delivery or misdelivery between You and the Service Providers; (iv) the failure for whatever reason to renew the IDP Services; (v) the unauthorized use of Your Account or any of the Service Provider's services; (vi) errors, omissions or misstatements by either Service Provider; (vii) deletion of, failure to store, failure to process or act upon email messages sent to or forwarded to either You or the email address listed for Your IDP Domain; (viii) processing of updated information regarding Your Account; (ix) any act or omission caused

by You or Your agents (whether authorized by You or not).

YOU AGREE THAT, IN ANY EVENT, THE PRIMARY AND BACKEND SERVICE PROVIDERS' RESPECTIVE MAXIMUM LIABILITY TO YOU SHALL BE CAPPED BY THE LESSER OF THE AMOUNT OF FEES PAID BY YOU TO EACH SERVICE PROVIDER IN THE PRECEDING YEAR WITH RESPECT TO THE SERVICES WHICH GAVE RISE TO THE LIABILITY OR \$100.00 PER IDP DOMAIN.

8. INDEMNITY

You agree to release, defend, indemnify and hold harmless the Primary and Backend Service Providers, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the IDP Services, the web sites of the Service Providers, Your Account, and/or Your use of Your IDP Domain.

9. BACKEND SERVICE PROVIDER WARRANTY DISCLAIMER

THE BACKEND SERVICE PROVIDER, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE WEB SITES OF THE BACKEND SERVICE PROVIDER OR ANY WEB SITES LINKED TO SUCH WEB SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL BACKEND SERVICE PROVIDER SERVICES, AS WELL AS THE BACKEND SERVICE PROVIDER WEB SITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF BACKEND SERVICE PROVIDER'S SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. COPYRIGHT & TRADEMARK

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the Backend Service Provider web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Backend Service Provider reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using any of the afore-described content and materials without the written permission of Backend Service Provider. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

11. MISCELLANEOUS PROVISIONS

a. Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Backend Service Provider regarding the services contemplated herein.

b. Governing Law; Venue; Waiver Of Trial By Jury.

This Agreement shall be governed in all respects by the laws and judicial decisions of King County, Washington, excluding its conflicts of laws rules. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of King County, Washington. For the adjudication of domain name registration disputes and disputes under this Agreement, you agree to submit to the exclusive subject matter and personal jurisdiction of the state and Federal courts located in King County, Washington, you agree that venue shall be proper in such jurisdiction, and you agree to waive any objection you may have to jurisdiction and venue in such forum. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement and You agree that service upon You may be accomplished by depositing the summons and complaint in the United States mail, first-class mail, postage pre-paid, addressed to the address provided by you in section 2, which service shall be deemed to be effective five days after deposit.

c. Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the IDP Services is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the IDP Services, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Forwarding Communications), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 11 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

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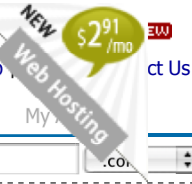


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Domain Search:

Registration Agreement

Namecheap.com.

REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of Namecheap.com's ("Namecheap") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other Namecheap domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to Namecheap. This Agreement explains our obligations to you, and explains your obligations to us for various Namecheap services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Namecheap service(s) or to cancel your Namecheap service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by Namecheap under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by Namecheap.

This Agreement will become effective when accepted by Namecheap. Namecheap may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

1. Our Services.

Namecheap is a reseller to a registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names (TLDs), currently .com, .net and .org. ICANN oversees registrations and other aspects of the TLDs. As a domain name reseller, Namecheap is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. Currently, the registry administrator for the .com, .net and .org TLDs is Network Solutions, Inc.

You agree and acknowledge that Namecheap is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

2. What We Do Not Do.

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

3. Fees.

As consideration for the domain name registration services and/or other services provided by Namecheap to you, you agree to pay Namecheap, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by Namecheap in its sole discretion). As further consideration for the Namecheap service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to Namecheap as the paying entity for that registration to the registry. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US\$200. For more information, please click [here](#). You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will not automatically renew your name unless you instruct us otherwise within the time specified and provide us with your payment information. As a courtesy, we will try to inform you of the domain expiration and you are responsible for renewing your domain before it expires. We might be able to recover your expired domain for a fee within a certain period after expiry. We will reinstate your rights to and control over these Services solely

at our discretion, and subject to our receipt of the unpaid fee(s) and our then-current reinstatement fee, currently set at US \$200. Reinstatement of Service(s) by your Primary Service Provider may be according to their terms.

4. Disclaimer and Domain Name Dispute Policy.

If you request, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by Namecheap's current Disclaimer published on our site ("Disclaimer") and our current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Disclaimer can be found at www.namecheap.com/legal/disclaimer.asp and the Dispute Policy can be found at www.namecheap.com/legal/dompolicy.asp. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold Namecheap harmless pursuant to the terms and conditions contained in the Dispute Policy.

5. Modifications to Namecheap's Registration Agreement and Dispute Policy.

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on Namecheap's web site, or on notification to you by e-mail or regular postal mail. You agree to review Namecheap's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at info@namecheap.com or regular postal mail at the addresses listed on the contacts for this website. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Namecheap services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

6. Account Information and Its Use.

a. Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:

- i. The domain name being registered;
- ii. Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and
- iii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- iv. Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

b. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:

- i. The original creation date of the registration;
- ii. The submission date and time of the registration application to us and by us to the proper registry;
- iii. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- iv. Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- v. The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- vi. The corresponding names of those nameservers;
- vii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- viii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- ix. The expiration and renewal date of the registration;
- x. Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.

c. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing

information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by Namecheap concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. Privacy Policy: Disclosure and Use of Registration Information. You agree and acknowledge that we will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the Namecheap registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that Namecheap may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our "whois" service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that Namecheap may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by Namecheap

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (<http://www.namecheap.com>), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of your Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. Namecheap will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

7. Ownership of Information and Data.

You agree and acknowledge that Namecheap owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. Namecheap does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

8. Agents and Licenses.

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

9. Announcements.

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet

10. Limitation of Liability.

YOU AGREE THAT NAMECHEAP WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND NAMECHEAP'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. NAMECHEAP ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NAMECHEAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NAMECHEAP'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU

FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

11. Indemnity

You agree to release, indemnify, and hold Namecheap, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Namecheap services provided hereunder or your use of the Namecheap services, including without limitation infringement by you, or someone else using any Namecheap service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any Namecheap operating rule or policy relating to the service(s) provided. When Namecheap is threatened with suit by a third party, Namecheap may seek written assurances from you concerning your promise to indemnify Namecheap; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

12. Representations and Warranties

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE. ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, Namecheap MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE Namecheap'S E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. Namecheap MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Namecheap OR THROUGH THE E-MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. Breach and Revocation

Namecheap reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by Namecheap, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Namecheap) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by Namecheap, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that Namecheap shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Namecheap receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

14. Right Of Refusal.

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Namecheap service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Namecheap service(s), or we delete your domain name or other Namecheap service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other Namecheap service(s)

15. Governing Law

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the Namecheap site shall be brought exclusively in the United States District Court for the Western District of Washington, or if there is no jurisdiction in such court, then in a state court in King County.

16. Notices

You agree that any notices required to be given under this Agreement by Namecheap to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

17. Infancy. You attest that you are of legal age to enter into this Agreement.

18. General

This Agreement, Namecheap Disclaimer and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and Namecheap, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of Namecheap to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Namecheap of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. Namecheap will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Namecheap as reflected in the original provision. This Agreement, Namecheap's Disclaimer and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Namecheap.

19. Listed below are additional contractual requirements that you, the registrant, must agree to should you desire to register a domain name in these registries.

- A. **(.NU)** In addition to the terms set forth above, the following terms shall apply to registrants of .tv, .cc, .bz, .nu and .ws domain names. Your registration of a domain name in the .TV, .CC, .BZ, .NU or .WS top-level domain ("New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective website. You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Service Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies.
- B. **(.INFO)** Should you seek to register a .INFO second level domain name you, the registrant, must agree to the following terms:
1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of RegisteredDomain Name Holder's Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
 2. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.
 3. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
 4. Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
 5. Registrar and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afilias also reserve the right to freeze a domain name during resolution of a dispute.
- C. **(.BIZ)** Should you seek to register a .BIZ second level domain name you, the registrant, must agree to the following terms:
1. **BIZ RESTRICTIONS.** Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
 - I. To exchange goods, services, or property of any kind;
 - II. In the ordinary course of trade or business; or
 - III. To facilitate:
 - a. the exchange of goods, services, information, or property of any kind; or,
 - b. the ordinary course of trade or business. Registering a domain name solely for the purposes of
 - i. selling, trading or leasing the domain name for compensation, or
 - ii. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.
 2. **BIZ CERTIFICATION.** As a .biz domain name registrant, you hereby certify to the best of your knowledge that: The registered domain name will be used primarily for bona fide business or commercial purposes and not
 - i. exclusively for personal use; or
 - ii. solely for the purposes of
 - a. selling, trading or leasing the domain name for compensation, or
 - b. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>
 1. The domain name registrant has the authority to enter into the registration agreement; and
 2. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.
 3. **PROVISION OF REGISTRATION DATA.**
 - a. **Provision of Registration Data.** As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s)

for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

- b. Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

4. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

- (ii) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and

- (iii) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
6. DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.
7. RESERVATION OF RIGHTS. Namecheap.com, eNom, Inc. and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Namecheap.com and/or eNom, Inc. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Namecheap.com, eNom, Inc. and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

- D. (.US) Should you seek to register a .US second level domain name you, the registrant, must agree to the following terms:

1. Representations and Warranties.

You represent and certify that, to the best of your knowledge and belief, (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party, (ii) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder, (iii) you have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "uTLD Nexus Requirements" , (iv) you are of legal age to enter into this Agreement, and (v) you agree to comply with all applicable laws, regulations and policies of Namecheap.com and the uTLD Administrator.

2. Provision of Registration Data.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes: (i) the Registered Name; (ii) the names of the primary nameserver and secondary nameserver(s) for the Registered Name; (iii) your name and postal address; (iv) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; (v) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name; (vi) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name; (vii) any remark concerning the registered domain name that should appear in the Whois directory; and (viii) any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the DoC/Registry Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the Department of Commerce Contract with the Registry or any USTLD Administrator/DoC Policy.

3. Inaccurate or Unreliable Data.

You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

4. Government Use of Data.

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

5. Licensing of a Domain Name.

If you intend to license use of a domain name to a third party, you nonetheless are the registrant of record and are responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm.

6. Domain Name Dispute Policy.

If you reserved or registered a .us domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the uSTLD Administrator as documented on its website, www.neustar.us, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

7. Domain Name Dispute Policy Modifications.

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

8. Domain Name Disputes.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute, including Registry policies incorporated by reference. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. Jurisdiction.

For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) the State of Washington, and (3) the Commonwealth of Virginia.

10. Suspension, Cancellation or Transfer.

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any uSTLD Administrator adopted specification or policy, or pursuant to any registrar or uSTLD Administrator procedure not inconsistent with a uSTLD Administrator adopted specification or policy, (1) to correct mistakes by Registrar or the uSTLD Administrator in registering the name or (2) for the resolution of disputes concerning the domain name.

11. Indemnification.

The Registrant shall indemnify and hold harmless the Namecheap.com, eNom, Inc. and the uSTLD Administrator and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any of a domain name.

12. Reservation by uSTLD Administrator.

Namecheap.com and uSTLD Administrator reserve the right to deny, cancel or transfer any registration that they deem

necessary, in their discretion, (1) to protect the integrity and stability of the registry, (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or Namecheap.com, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name registration. usTLD Administrator and Namecheap.com. also reserve the right to freeze a domain name during resolution of a dispute.

20. Coming Soon/ Parking Web Page

All domain names registered through Namecheap.com are pointed to a "Coming Soon"/"Parking" Web page which informs visitors that the registrant has recently registered their domain name at Namecheap.com. Namecheap.com reserves the right to modify the Coming Soon/ Parking Page at any time without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Namecheap.com, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface (iv) domain search interface. To see a sample Coming Soon Web page, please [click here](#). If for any reason you do not wish to have the domain name pointing to the Parking page, you can disable it from Namecheap's domain control panel. If you want any specific instructions, please contact our [support](#).

21. Whois Guard Server

WhoisGuard Service Agreement

PLEASE READ THIS WhoisGuard SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE WhoisGuard SERVICES ("WG SERVICES"), YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THE "SERVICE PROVIDERS" (DEFINED BELOW) MAY AMEND THIS AGREEMENT BY POSTING THE AMENDED AGREEMENT ON THE WEBSITE WHERE YOU OBTAINED THE WG SERVICES. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE WG SERVICES WILL AUTOMATICALLY BE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO, DO NOT USE, ACCESS, OR CONTINUE TO USE THE WG SERVICES. CONTINUED USE OF THE WG SERVICES AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between WhoisGuard - Namecheap.com ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the WG Services available to you ("Primary Service Provider;" Backend Service Provider and Primary Service Provider, if any, being together referred to herein as the "Service Providers"), your heirs, executors, administrators, agents, successors and assigns ("You," "Your," and other appropriate formatives). This Agreement sets forth the terms and conditions of Your relationship with the Service Providers and Your use of the WG Services. You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account You establish to obtain the WG Services, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to obtain the WG Services. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy," <http://www.icann.org/dndr/udrp/policy.htm>) any policy which ICANN may establish with respect to WHOIS information, and the terms and conditions of Your domain name registration with Your registrar (the ICANN-accredited person or entity through which You register a domain name). This Agreement is in addition to domain name registration agreement(s) entered into by You and a registrar when you register or renew domain name registration(s).

THE WG SERVICES

If you subscribe to the WG Services, each domain name registration which you control and which You designate ("WG Domains") will thereafter be registered in the name of the Backend Service Provider, as registrant. Your name, postal address, email address, phone and fax numbers shall be kept confidential, subject to Section 5 of this Agreement. The following information (and not your personal information) will be made publicly available in the "Whois" directory for each WG Domain:

The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts ("WG Addresses"); The primary and secondary domain name servers You designate for the WG Domain; The WG Domain's original date of registration and expiration date; The identity of Your registrar, domain name service provider (if different from registrar) and the status of the WG Domain with the registrar (such as, "active," "Registrar Lock," "clienthold," etc.).

While You will not be listed as the registrant for the WG Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the WG Domain(s). You will retain the right to sell, transfer, or assign each WG Domain; You will retain the right to control and set the DNS settings for the WG Domain(s); You will retain the right to renew each WG Domain name registration upon expiration (subject to your registrar's applicable rules and policies); and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your WG Domain(s), subject to the remaining provisions of this Agreement.

IMPORTANT: THE WG SERVICES ARE NOT A GENERAL MAIL FORWARDING SERVICE. You agree that You will not provide any third party with the WG Addresses for the purpose of having such third party transmit communications to you through the Backend Service Provider. Third parties may obtain the WG Addresses listed in the Whois directory by their own initiative, but You agree that You will not be the one to provide the WG Addresses to such third parties.

PROVISION OF PERSONAL INFORMATION

You agree that for each WG Domain, You will provide to the Service Providers and maintain as current and accurate, the following information:

Your name, address, email address, postal address, phone and fax numbers; The name, address, email address, postal address, phone and fax numbers for the WG Domain's administrative, technical, and billing contacts; The primary and secondary domain name servers for the WG Domain;

You agree to: (i) update this information immediately as it changes over time; (ii) respond within five (5) business days to any inquiries made by either Service Provider to determine the validity of personal information provided by You; (iii) promptly respond to messages regarding correspondence addressed to or involving Your WG Domain(s), as more fully set forth in section 6 below. If You do not supply primary and secondary domain name servers, You agree that Backend Service Provider may point Your WG Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

RENEWALS AND FEES

If You have selected automatic renewal of the WG Services through the account which you use to manage Your WG Services ("Your Account"), You agree i) that the WG Services shall be automatically renewed 30 days prior to the end of Your WG Services term, ii) that the Service Provider will attempt to charge the credit card You have on file with the Service Provider at the then current rates, and iii) You waive any requirement to obtain your ongoing affirmative consent to any such automatic renewal. If you do not wish to automatically renew the WG Services, You agree that the exclusive method for communicating this to the Service Provider shall be by logging into Your Account to ensure that the auto-renewal or renewal option is not selected. You understand that You must do this at least 31 days prior to the end of the then current WG Service term. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. If Service Provider is unable to collect renewal or other fees, you agree that a Service Provider may contact You, but is not obliged to do so, and You agree that Service Provider may suspend or terminate the WG Services as a result of inability to obtain payment.

For domain name registrations which are serviced by a registrar other than a Service Provider: If available as an option and if such option selected by You, You agree that either Service Provider shall be authorized to contact your domain name registration service provider on Your behalf (and using the credit card provided by You) to renew the domain name registration of associated WG Domains.

If Backend Service Provider elects to begin charging fee(s) to forward communications to You (see below), You agree that you may be required to pay such fees before the communications will be forwarded. Backend Service Provider may change its service and forwarding fees at any time. Backend Service Provider may also charge reasonable fees for administrative tasks outside the scope of regular services. These may include, but are not limited to, customer service issues that require personal service and disputes that require legal services. You are responsible for paying all fees and taxes associated with using Backend Service Provider's services. Payment shall be made by credit card unless other options are indicated in Your Account. You agree that charges may appear on the credit card statement under a descriptive provider identifier, such as "Domain Name Registration Services." Fees are non-refundable. If for any reason there is a charge back for any fee previously charged to the credit card by Backend Service Provider, You agree that Backend Service Provider may, without notice, pursue all available remedies in order to obtain payment. Without limitation on other remedies which may be available under such circumstances, You agree that Backend Service Provider may assume complete ownership of the WG Domain(s), that the WG Domain(s) may be sold to third parties, or that the WG Domain(s) may be pointed to IP numbers of Backend Service Provider's choosing, and that Backend Service Provider may immediately cancel Your Account and all services provided to You.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF WG SERVICES AND REGISTRATION TERM OF AN ASSOCIATED WG DOMAIN: You understand that your WG Services term begins on the date Your attempt to procure the WG Services is accepted by the Service Provider(s) and that it shall run for the unit of time which You order (typically, this would be one year). You understand that the WG Services term may be different than the registration term of the WG Domain which is associated with the WG Services. If an WG Domain expires and is deleted before the end of the term of the associated WG Services, then the WG Services associated with the domain will end when the WG Domain is deleted and You understand that there will be no refund for any resulting unused portion of an WG Services term. If the WG Services term ends while the registration term for an WG Domain is still ongoing, then the WG Services will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) WG Domain, and the communications forwarding services specified in section 6 will no longer be provided.

YOUR REPRESENTATIONS & WARRANTIES

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that you will maintain all information in this status throughout the term of this Agreement. You also represent and warrant that You are using the WG Services in good faith and that You have no knowledge or reason to believe that Your WG Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the WG Services nor WG Domain(s) will not be used in connection with any illegal or morally objectionable activity (as defined below in section 5), or, in connection with the transmission of unsolicited commercial email ("Spam").

SERVICE PROVIDER'S SUSPENSION OR TERMINATION OF SERVICE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In the event of any of the following:

If the WG Domain(s) is (are) alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties; If you breach any provision of this Agreement or an anti-Spam policy of either Service Provider; If You breach any provision of Your registrar's Registration Agreement; If necessary to protect the integrity and stability of the applicable domain name registry; If necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement; If Backend Service provider is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your use of the WG Services or an WG Domain; If necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude use a service such as ID Protect); If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Backend Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; OR if it comes to Backend Service Provider's attention that You are alleged to be using the WG Services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal primarily to prurient interests; (ii) defame, embarrass, harm, abuse, threaten, or harass; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, race, ethnicity, or are otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information, THEN

You understand and agree that Backend Service Provider has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to suspend the WG Services, close Your Account, terminate provisionment of the WG Services, list the information You provided in section 2 in the Whois output or provide the information You provided in section 2 to a claimant, resolve any and all third party claims, whether threatened or made, arising out of Your use of WG Domain, or take any other action which Backend Service Provider deems necessary.

In the event Backend Service Provider takes any of the actions set forth above or in the event You elect to cancel the WG Services for any reason, neither Service Provider will refund any fees paid by You for the WG Services.

You also acknowledge and agree that Backend Service Provider may, in its sole discretion and without any liability to You whatsoever, cancel the WG Services during the first thirty (30) days after You procured the WG Services, and/or suspend Your rights under this Agreement and list the WG Addresses during resolution of a dispute or investigation of allegations.

FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the WG Addresses associated with Your WG Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail which does not appear to be unsolicited commercial mail, Backend Service Provider may either i) forward such communication to You or ii) may attempt to communicate to you a scanned copy of a page of the communication to ascertain Your desires with respect to forwarding the communication to You. You specifically acknowledge that Backend Service Provider may elect to not forward to You (nor to otherwise communicate with You) regarding first class postal mail or email, fax, postal mail or telephone communications which appear to be unsolicited communications which offer or advertize the sale of goods or services or which solicit charitable contributions, or communications which appear to arise from Your having used the WG Services as a general mail forwarding service (see section 1, above). You authorize Backend Service Provider to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by Backend Service Provider, including failures which arise from Backend Service Provider's mistake in judging whether a communication appears to be an unsolicited communication.

Email. The Whois directory generally requires an email address for every purchased domain name registration. When You purchase WG Services, Backend Service Provider creates an email address for that domain, "yourdomainname@whoisprivacyprotect.com". Thereafter, when messages are sent to the email address listed in the WG Address, Backend Service Provider forwards such messages to the email address You listed in section 2. If such email address becomes non-functioning or if email to such address bounces, Backend Service Provider is not obligated to attempt to contact You through other means. You agree that Backend Service Provider may elect, in Backend Service Provider's sole discretion, to allow You to access Your Account and view email sent to the WG Addresses, though such alternative means of servicing Your Account is an option and not a requirement.

Your Obligation to Respond to communications from the Backend Service Provider: When Backend Service Provider receives a communication which may warrant forwarding to You, per the terms of this Agreement, Backend Service Provider will send an email to the email address You provided to Backend Service Provider pursuant to section 2. The email message will identify the sender of the correspondence and the date received. As an alternative, You agree that Backend Service Provider may allow you to access Your Account to view full or partial scanned copies of (non-email) communications sent to the WG Addresses and that You may be required to interact with Your Account to have the physical originals of such communications forwarded to You and that if You do not interact with Your Account in the ways indicated upon accessing Your Account, that the communications may not be forwarded to You. In either event, You will have seventy-two (72) hours to decide whether to have the communication(s) forwarded. If you do not respond within this time period, the communication(s) will not be forwarded. Method of forward will be determined by Backend Service Provider. Communication(s) may not be immediately forwarded upon Your election; there may be a delay and communication(s) may be aggregated to be forwarded together. The Backend Service Provider may begin charging fees for forwarding communications or may change the method by which communications are forwarded without written notice.

In the event You do not respond to communications from the Backend Service Provider regarding communications received at the WG Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the WG Services regarding either the WG Domain in question or with respect to all of Your WG Domains, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. This action would be taken because Backend Service Provider will not become involved in any legal or other matters between You and third parties.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE WG SERVICES, USE OR INABILITY TO USE THE PRIMARY OR BACKEND SERVICE PROVIDER(S) WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR

PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRIMARY AND BACKEND SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

You further understand and agree that the Primary and Backend Service Providers disclaim any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of affiliated parties; (iii) data non-delivery or misdelivery between You and the Service Providers; (iv) the failure for whatever reason to renew the WG Services; (v) the unauthorized use of Your Account or any of the Service Provider's services; (vi) errors, omissions or misstatements by either Service Provider; (vii) deletion of, failure to store, failure to process or act upon email messages sent to or forwarded to either You or the email address listed for Your WG Domain; (viii) processing of updated information regarding Your

Account; (ix) any act or omission caused by You or Your agents (whether authorized by You or not).

YOU AGREE THAT, IN ANY EVENT, THE PRIMARY AND BACKEND SERVICE PROVIDERS' RESPECTIVE MAXIMUM LIABILITY TO YOU SHALL BE CAPPED BY THE LESSER OF THE AMOUNT OF FEES PAID BY YOU TO EACH SERVICE PROVIDER IN THE PRECEDING YEAR WITH RESPECT TO THE SERVICES WHICH GAVE RISE TO THE LIABILITY OR \$100.00 PER WG DOMAIN.

INDEMNITY

You agree to release, defend, indemnify and hold harmless the Primary and Backend Service Providers, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the WG Services, the web sites of the Service Providers, Your Account, and/or Your use of Your WG Domain.

BACKEND SERVICE PROVIDER WARRANTY DISCLAIMER

THE BACKEND SERVICE PROVIDER, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE WEB SITES OF THE BACKEND SERVICE PROVIDER OR ANY WEB SITES LINKED TO SUCH WEB SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL BACKEND SERVICE PROVIDER SERVICES, AS WELL AS THE BACKEND SERVICE PROVIDER WEB SITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF BACKEND SERVICE PROVIDER'S SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

COPYRIGHT & TRADEMARK

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the Backend Service Provider web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Backend Service Provider reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using any of the afore-described content and materials without the written permission of Backend Service Provider. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

MISCELLANEOUS PROVISIONS

Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Backend Service Provider regarding the services contemplated herein.

Governing Law; Venue; Waiver Of Trial By Jury.

This Agreement shall be governed in all respects by the laws and judicial decisions of Los Angeles, California excluding its conflicts of laws rules. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of California. For the adjudication of domain name registration disputes and disputes under this Agreement, you agree to submit to the exclusive subject matter and personal jurisdiction of the state and Federal courts located in King County, Washington, you agree that venue shall be proper in such jurisdiction, and you agree to waive any objection you may

have to jurisdiction and venue in such forum. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement and You agree that service upon You may be accomplished by depositing the summons and complaint in the United States mail, first-class mail, postage pre-paid, addressed to the address provided by you in section 2, which service shall be deemed to be effective five days after deposit.

Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the WG Services is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the WG Services, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Forwarding Communications), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 11 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

Please review our Terms and Conditions: Disclaimer, Registration Agreement, and Dispute Policy.

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**AMENDMENT AGREEMENT
REGISTRATION SERVICE PROVIDER AGREEMENT
.COM, .NET AND .ORG (“RSP AGREEMENT”)**

This Amendment Agreement is dated as of May 11, 2005 by and between:

Tucows.com Co.

("Tucows")

and

You, the Reseller

("Reseller")

WHEREAS the parties to this agreement have signed an RSP Agreement prior to May 10, 2005;

AND WHEREAS Reseller desires to use and/or sell the “Whois Privacy Service” offered by Tucows.

NOW THEREFORE the parties hereto agree to amend the RSP Agreement to allow for the sale of the Whois product as follows:

1. DEFINITIONS

- a) “Contact(s)” are individuals or entities associated with domain name records; these include the Registrant, the billing, the technical and the administrative contacts;
- b) “Registrant” means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time provided that it acts in compliance with certain terms and conditions;
- c) “Registration Agreement” means the agreement entered into by and between Tucows and each Registrant in accordance with ICANN and any applicable Registry policies;
- d) “Whois Information” means the Contact information required by each Registrant for each domain name registration;
- e) “Whois Privacy Service” means the Tucows Service whereby Resellers may offer Registrants the ability to substitute generic information specified by Tucows in the ‘Whois’ registration field according to the terms and conditions outlined herein and in the Registration Agreement;
- f) “Whois Registry” means the public domain and IP address directory.

All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the RSP Agreement.

2. **SERVICES PROVIDED**

- a) Tucows Whois Privacy Service is available as the following offering:
 - i) Whois and Proxy Information. Each Registrant must continue to warrant and provide that it is providing true, accurate and current Whois Information. Tucows will keep the Contact and Registrant information on file in accordance with the Registration Agreement but will include the following information in the publicly available Whois Registry:
 - (1) contactprivacy.com shall appear as the Registrant and Contacts name(s);
 - (2) Tucows' postal address, and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
 - (3) the primary and secondary nameservers shall be those designated by the Registrant;
 - (4) the original date of registration and the expiration of each domain name;
 - (5) Tucows will be identified as the registrar of record.
 - b) Ongoing Management of the Domain Name. Registrants will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as required.
 - c) New and Existing Registrations. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.
 - d) Transfers. The Whois Privacy Service may be applied to transfers in to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Whois Information.
 - e) Communications with Registrants and Contacts. All renewal and transfer messages issued by Tucows will be sent to the Registrant and Contacts in its Whois Information records in its database.
 - f) Communications Forwarding. Communications received by Tucows with respect to a particular domain name registration will be handled as follows:

- i) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
 - ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows' records.
 - iii) a voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Registrant's instructions.
 - iv) Tucows will only be responsible for communications to Registrants when its complete details are reflected in the Whois.
- g) Right to Suspend and Disable. Tucows shall have the right, at its sole discretion and without liability to Reseller, its Registrant and any Contacts, to reveal Registrant and Contact Whois Information when required by law, in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law, to comply with a legal process served upon Tucows, to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; to avoid financial loss or legal liability or if Tucows believes that the Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit SPAM, viruses, worms or other harmful computer programs.
- h) In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.

3. **TERM**

- a) The Whois Privacy Service will be provided until it is cancelled by Reseller, the Registrant or a Contact.

4. **FEES**

- a) Reseller will be charged \$0.17 per month, or \$2.04 for each year a domain name is registered with Tucows. Fees will be charged on a monthly basis.
- b) In the event that Reseller's account does not have sufficient funds for any monthly remittance, Tucows shall have the right to suspend or cancel the Whois Privacy Service to Reseller and/or its Customers.

Save and except as outlined herein, all terms of the Agreement shall remain in full force and effect.

Agreed and Accepted:

TUCOWS.COM CO.

96 Mowat Avenue
Toronto, Ontario Canada
M6K 3M1
Phone: 1-416-535-0123
Fax: 1-416-531-2516

RESELLER: _____

Username: _____

Address: _____

Phone: _____

Fax: _____

By:

Signature: _____

Name: _____

(Please Print)

Title: _____

Date: _____

By:

Signature: _____

Name: _____

(Please Print)

Title: _____

Date: _____

Private Domain Name Registration Agreement

Please note you agree to be bound by all terms of this agreement, and any agreement connected hereto, even if you do not read or understand this or any related agreement in its entirety. No other connected agreement or provision binds Domain Privacy Group Inc. to perform the terms of that agreement or provision, and Domain Privacy Group Inc.'s obligations are limited strictly to the services described herein.

This Agreement is made in addition to all agreements you have previously or contemporaneously executed in support of registering your secondary top-level domain name whether through Domain Privacy Group Inc. or any third party.

This Agreement between Domain Privacy Group Inc. and you ("you", "your" or "customer") sets forth the terms and conditions of your use of the domain name privacy registration services offered by Domain Privacy Group Inc..

Services - Domain Privacy Group Inc., upon receipt of the prescribed payment from you, will provide the following in respect of each domain name you register through this Agreement, into the relevant WHOIS™ registry, namely Domain Privacy Group Inc.'s

1. name and postal address as Registrant of the domain name;
2. e-mail address, postal address and phone number as Technical Contact of the domain name;
3. e-mail address, postal address and phone number as Administrative Contact of the domain name;
4. e-mail address, postal address and phone number as Billing Contact of the domain name;
5. the primary and secondary domain name servers you designate for the domain name;
6. the original registration and expiration date of the domain name; and
7. your Registrar identity.

Retention of Rights - you agree to retain all rights and liabilities associated with each of your domain names pursuant to any applicable registration agreement, including

1. the right to sell, transfer or assign each domain name registration;
2. the right to control and use each domain name registration, including designating the primary and secondary domain name servers to which each domain name points;
3. the right to cancel each domain name registration;
4. the right to cancel this Agreement with Domain Privacy Group Inc. so that the applicable WHOIS™ database reverts to its default state identifying you as the Registrant;
5. the right to renew each domain name registration upon its expiration, subject to your Registrar's applicable rules and policies; and
6. the right to initially resolve any and all monetary, creditor or other claims that arise in connection with a legal or other dispute involving your domain name registration, subject to Domain Privacy Group Inc.'s ongoing right to deny, suspend or terminate all service under this Agreement.

Obligations - you are obligated to do all of the following, the failure to do any of which may result in Domain Privacy Group Inc. immediately terminating this Agreement without any compensation to you, and restoring the applicable WHOIS™ registry in respect of your domain name back to its default state, namely indicating your name, address, phone numbers and e-mail address as Registrant, Administrative Contact and Billing Contact:

1. continually and immediately provide a current and valid owner name, physical address (no post office boxes or mail forwarding services), telephone number (no forwarding numbers or answering services), and permanent e-mail address;
2. continually and immediately provide a current and valid credit card number to pay for all services rendered including forwarding of any mail or other communications to you

Restrictions - Domain Privacy Group Inc.'s services under this Agreement are not of a mail-forwarding service, and are strictly limited to a privacy provider for limiting or deflecting third party solicitations including but not limited to unsolicited e-mail (SPAM). Domain Privacy Group Inc. strictly reserves the right to not forward any advertisement-based mail or e-mail, general mail or e-mail, voicemail, facsimile, or any other communication. Mail will be forwarded only where it has been delivered by traceable courier requiring a return signature, with you bearing the entire pre-paid cost of the forwarding by traceable courier requiring a return signature. E-mail addressed for you but not addressed to your designated Domain Privacy Group Inc. e-mail address will not be forwarded. Domain Privacy Group Inc. assumes no

liability for the failure to not forward mail or other communications to you. Domain Privacy Group Inc.'s services are strictly limited to facilitating lawful privacy activity on the WHOIS™ registry.

Right to deny, suspend or terminate service - Domain Privacy Group Inc. retains the absolute right and power, in its sole discretion and without any liability to you, to do any of the following, where provision of services under this Agreement results in an administrative burden to Domain Privacy Group Inc., this Agreement is terminated, or you otherwise fail to pay any prescribed fees or do anything required under the terms of this Agreement:

1. reset any applicable WHOIS™ registry under this Agreement to its default state, thereby identifying you as the Registrant, Administrative Contact and Billing Contact, along with all other information as required by the applicable WHOIS™ registry; and
2. where required by law and for the purpose of investigating any alleged criminal wrongdoing by a sovereign authority, identify you as the Registrant, Administrative Contact and Billing Contact of any applicable domain name, and provide to said authority any files or records then in the possession of Domain Privacy Group Inc.

Liability - at all times this Agreement is in force and subsequent thereto, you assume and are responsible for all liability connected to your domain name including any content displayed thereon or files connected therewith. The denial of or refusal to assume any liability by you may result in the immediate cancellation of this Agreement without any compensation to you.

Conflict - in the event that a provision of any agreement connected hereto conflicts with any provision herein, this agreement will prevail to the extent of that conflict. If the conflict cannot otherwise be reconciled in spite of this overriding provision, both agreements will be interpreted to the benefit and favour of Domain Privacy Group Inc. over you.

Execution - you agree that regardless of the laws or regulations of your jurisdiction, you are accepting the terms of this Agreement by electronic acknowledgement and as such, you agree to be bound by the terms of this Agreement as if you signed a paper-based or otherwise physical original Agreement. The absence of your original signature in this Agreement does not by itself invalidate any provision or all of this Agreement.

Termination - where this Agreement is terminated for any reason, Domain Privacy Group Inc. will immediately reset any applicable WHOIS™ registry under this Agreement to its default state, thereby identifying you as the Registrant, Administrative Contact and Billing Contact, along with all other information as required by the applicable WHOIS™ registry. If Domain Privacy Group Inc. is served with a Court Order enjoining it from providing services to you, this Agreement will automatically terminate forthwith, and the relevant WHOIS™ registry will revert to its default state to identify you as the Registrant, Administrative Contact and Billing Contact.

Amendments - you agree that Domain Privacy Group Inc. may amend this agreement from time-to-time, and you agree to be bound by such amendment(s) until the expiration of this Agreement. Domain Privacy Group Inc. agrees to publish any Agreement amendment(s) at its web site www.domainprivacygroup.com. It is solely your responsibility to regularly visit www.domainprivacygroup.com to determine if any amendment(s) have been made to this Agreement. Any amendment(s) made will take effect immediately as of the date of its (their) posting, and not as of the date you become aware of such amendment(s). If you do not agree to be bound by any such amendment(s), Domain Privacy Group Inc. reserves the right to cancel any or all services herein, without any compensation to you, and accordingly invoke the termination provision herein.

Caveat - services rendered are non-refundable.

Disclaimer - Domain Privacy Group Inc. is not liable for any inadvertent disclosure or theft of your personal information; failure to renew this Agreement; unauthorized usage of your account under this Agreement; deletion of, failure to store, failure to process or act upon e-mail messages sent to or forwarded either to you or your assigned Domain Privacy Group Inc. e-mail address; or any other act or omission caused by you or your agents (whether authorized by you or not).

Survival - all disclaimers of Domain Privacy Group Inc.'s liability under this Agreement survive termination indefinitely.

Choice of law - by accepting this Agreement you irrevocably attorn to the jurisdiction of Ontario, Canada. You agree that any and all disputes arising from this Agreement will be disposed of by a court of competent jurisdiction in Ontario only, applying the laws of Ontario only. You further agree that by accepting this Agreement you will not challenge the choice of law or jurisdiction provisions herein, and will be bound by any judgment rendered by such a competent court in spite

of its extra-territorial application. You will explicitly honour any judgment or Order rendered against you as if that judgment or Order were rendered from a court of your local jurisdiction.

Indemnity - you agree to fully indemnify and hold harmless Domain Privacy Group Inc. and all of its affiliates, agents, employees, directors, officers, partners, associates, customers, licensees, distributors and retailers, from and against any and all claims, demands, liabilities, losses, damages and costs arising from your domain name or any dispute connected therewith.

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DOTSTER PRIVACY STATEMENT

This Privacy Statement discloses the privacy practices for Dotster, Inc. ("Dotster", "We" or "Us") and how it treats the information that Dotster collects from you, including information related to your past use of Dotster products and services. This policy does not apply to the practices of companies that Dotster does not own or control, or to people that Dotster does not employ or manage.

The information collected by Dotster:
 Communications from Dotster
 How information collected by Dotster is used.
 Correction/Updating Personal Information
 Opting Out
 Terminated Dotster Accounts
 Use of the Dotster Website by Persons Under Age 13
 Linking to Third Party Websites
 Users Must Keep Their Passwords Private
 Changes to Our Privacy Statement
 Final Statement

Information Collected by Dotster
 We will not knowingly use information collected on this website to others in ways different from what is disclosed in this statement. Dotster collects information from our users at several different points on our website.

Purposes of this Privacy Statement, "Personally Identifiable Information" refers to information that can directly identify an individual; for example, this information may include an individual's name, mailing address, phone number or email address.

Information that Is Automatically Collected
 We use IP addresses, with the help of a business partner, to analyze trends, administer the website, track users' movements, and gather broad demographic information for aggregate use. IP addresses are not linked to Personally Identifiable Information.

Information that Is Collected by Cookies
 A cookie is a piece of data stored on a user's hard drive containing information about that user. By setting a cookie on our website, the user would not have to log in with a password more than once, thereby saving time while on our website. If a user rejects the cookie, they may still use our website. The only drawback to this is that the user will be limited in some areas of our website. Cookies can also enable us to track and target the interests of our users to enhance the experience on our website. Some of our business partners use cookies on our website (for example, advertisers); however, we have no access to or control over these cookies.

Information that Is Actively Submitted to Dotster
 Registrations and Orders. In order to register a domain name or order services from this website, a user must create an account and complete a registration process. During the account creation process, a user must provide contact information (such as name and email address) so that we can get in touch with our users. This information is also used to fulfill order and registration requests. To pay for a domain name registration or for other services ordered, a user must provide contact information (such as name and shipping address) and financial information (such as a credit card number and its expiration date). This information is used for billing purposes, with the help of our business partner, and to fill users' orders. If we have trouble processing an order, this contact information is used to get in touch with the user.

-A-Friend. If a user elects to use our referral service for informing a friend about our website, we ask them for the friend's name and email address. We will automatically send the friend a one-time email inviting them to visit the website. We store this information for the purpose of sending this one-time email. The friend may contact us at support@dotster.com or go directly to <http://www.dotster.com/support/support.php> to request the removal of this information from this database.

Third Party Advertisers on Dotster's Website
 We use third-party advertising companies to serve ads (using methods that include Pixel Tags and Clear Gifs) when you visit our website. Third-party advertising companies also separately place or recognize a cookie file on your browser in the course of delivering advertisements to this website. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you.

Information Dotster Obtains from Third Parties
 Supplemental Information Collected. In certain circumstances, in order for our website to properly fulfill its obligation to our users, it is necessary for us to supplement the information we receive with information from third party sources. For example, to determine if our users qualify for a dotPartner account, we use their name and business information to request a credit report.

Dotster Accounts Created by a Third Party on Your Behalf. If you received your domain name from someone else, without registering for it yourself, your domain name may belong to a "managed domain." In a managed domain, the administrator of a company with whom you have a business relationship (for example, your ISP) can create your domain name for you. You can then use the domain name like any other domain name. The administrator, however, has access to the domain name and can edit your Dotster profile, reset your password, and manage the Dotster account without your additional consent. In addition to the terms mentioned in this Privacy Statement, an account created by a third party allows any of your Personally Identifiable Information within that account to be available to that third party as if they were you. We have no access to or control over the third party to prevent their disclosure of your information.

communications from Dotster

Income Emails and General Correspondence. We send a welcoming email to the email address associated with the account a user has created to verify the user's password and username. This process is designed to prevent e-mail addresses from being used without permission in the creation of a Dotster account. Established users will occasionally receive information on products, services, special deals, and a newsletter. Out of respect for the privacy of our users we present the option to not receive some of these types of communications. Please see our opt-out options below.

Service and Updates. We send the user website and service announcement updates. Users are not permitted to unsubscribe from service announcements, which contain important information about the website and/or service. We may communicate with users to provide services that users request or to discuss issues relating to their account.

Surveys & Contests. From time-to-time our website requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and, as such, the user has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level).

How Information Collected by Dotster Is Used

Demographic Information. We will share aggregated demographic information with our partners and advertisers. The aggregated demographic information is not linked to any Personally Identifiable Information that can identify any individual person.

Communicating with Our Users. We use Personally Identifiable Information (such as your name, telephone number or email address) to communicate with our users when they have questions, concerns or comments about their accounts or the services that we provide. If you contact us, we may or may not delete your emails or voicemails to us.

Information Shared With Third Parties. We share information with third parties as required by ICANN and in order to give our customers access to a variety of services. Specifically, we may do the following:

• Submit the name, postal address, e-mail address, and phone numbers associated with the registrant, administrative, technical and billing contacts of a domain name to the appropriate Registry or registration database. This information is included in a publicly available 'Whois' database, in accordance with ICANN rules. This sharing of information is required by ICANN rules.

• Use a credit card processing company to bill users for goods and services. These companies do not use Personally Identifiable Information for any use other than credit card processing; however, we will not be responsible or liable for use of the information required by credit card companies in violation of their policies, contractual obligations or general good business procedures.

• Partner with third parties who provide services to our users. When the user signs up for or agrees to receive a specific service provided by the third party (i.e. PostMasterDirect advertisements), we share the information that is needed for the third party to provide the services.

• Share the publicly available domain contact information submitted by our users for inclusion in the Whois database with third parties. We do not control the use of this Personally Identifiable Information by third parties.

• Share your Personally Identifiable Information with other entities that are owned by Dotster, that own Dotster, or have some sort of corporate ownership relationship with Dotster.

Addressing Legal Issues. Further, we provide Personally Identifiable Information to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims. Further, we believe it is necessary to share Personally Identifiable Information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Dotster's terms of use, or as otherwise required by law.

Acquisition or Transfer of Dotster. If all or a portion of Dotster is transferred, sold, merged, ceases operations, goes bankrupt, or is otherwise involved in a transaction where the ownership or management of Dotster is changed (individually or collectively, a "Transaction") then your Personally Identifiable Information or other user information may be transferred or assigned to a third party as part of the Transaction.

Correction/Updating Personal Information

Users must provide accurate and correct contact information (name, postal address, e-mail address, phone number) for their domain name(s) as registrant, Administrative, Technical and Billing contacts, which will be listed in a publicly accessible 'Whois' database, in compliance with ICANN rules. If a user's Personally Identifiable Information changes (such as a zip code), or if a user no longer desires Dotster's services, we will provide a way to correct, update or remove that user's personal data provided to us. This can usually be done under online account management (on your own) or by emailing our user Support Group for assistance.

Opting Out

Users are provided an opportunity to "opt-out" of having their information used for purposes not directly related to the services they request. Users who no longer wish to receive our newsletter or promotional materials from us may opt-out of receiving these communications by replying and typing "unsubscribe" in the subject line in the email or email your request to dotnews@dotster.com.

Terminated Dotster Accounts

For our Dotster account is terminated or cancelled (regardless of whether it was voluntary), all of your Personally Identifiable Information will remain on our servers. We retain and use your Personally Identifiable Information as necessary to enforce our policies or to address contractual issues, and may contact you for future marketing or promotional purposes.

Use of the Dotster Website by Persons Under Age 13

Our website is not intended for use by anyone under the age of thirteen (13), and any individual under such age should not provide us with Personally Identifiable Information. We do not knowingly contact, market to, solicit, collect or use Personally Identifiable Information from or about any individual under the age of 13. It is possible that by fraud or deception we may receive information pertaining to children under 13. If we are notified of that we have the personal information regarding a person under the age of 13, as soon as we reasonably verify the information, we will either obtain parental consent or otherwise delete the information from the account and/or service. However, the information may remain on a log in our servers. If you want to notify us of our receipt of information by children under 13, please do so by emailing us at: abuse@dotster.com.

Linking to Third Party Websites

Our website contains links to other websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware when they leave our website and to read the Privacy Statements of each and every website that collects Personally Identifiable Information. This Privacy Statement applies solely to information collected by this website.

Users Must Keep Their Passwords Private

Users are required to keep their account passwords confidential and to not share this information with others. If you choose to reveal or share your password and Dotster account name, we are unable to guarantee the security of your account.

Changes to Our Privacy Statement

Our Privacy Statement may change, and use of information that we gather now is subject to the Privacy Statement that is in effect as of the time of use. You are responsible for periodically checking our Privacy Statement. You may opt-out of any posted change to our collection, use or disclosure of your personal information by sending an e-mail to support@dotster.com. If we make minor changes to this Privacy Statement, the changes will be immediately effective upon posting the revised Privacy Statement to the website. If we make material changes to this Privacy Statement or in how we use or collect your Personally Identifiable Information, we will prominently post a notification on our website of the changed Privacy Statement ten (10) days prior to implementing the change. The date at the bottom of this Privacy Statement is the date that the Privacy Statement is effective.

Final Statement

Dotster will use your information in accordance with the Privacy Statement that is currently in effect. If you have any questions about the security at our website, you can send an email to security@dotster.com.

Effective date: 2004/11/18

[Contact Us](#) [Press](#) [Affiliates](#) [Resellers](#) [Referral](#) [About Us](#)

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[PRIVACY POLICY](#) [Registration Agreement](#)

Whois Record

OrgName: R & D Technologies, LLC
OrgID: RDTL
Address: 2675 Patrick Lane
Address: Suite 8
City: Las Vegas
StateProv: NV
PostalCode: 89120
Country: US

ReferralServer: rwhois://rwhois.rdtg.net:4321

NetRange: 72.46.128.0 - 72.46.159.255
CIDR: 72.46.128.0/19
NetName: NETBLK-RDTL-LV-3
NetHandle: NET-72-46-128-0-1
Parent: NET-72-0-0-0-0
NetType: Direct Allocation
NameServer: NS1.USERDNS.COM
NameServer: NS2.USERDNS.COM
Comment:
RegDate: 2006-08-30
Updated: 2006-09-27

OrgAbuseHandle: RAD89-ARIN
OrgAbuseName: RDTL Abuse Department
OrgAbusePhone: +1-973-273-5883
OrgAbuseEmail: abusereports@versaweb.net

OrgTechHandle: RTY1-ARIN
OrgTechName: Tyree, Robert
OrgTechPhone: +1-702-478-6598
OrgTechEmail: rob@rdtg.net

== Additional Information From rwhois://rwhois.rdtg.net:4321 ==

autharea=72.46.135.0/24
xautharea=72.46.135.0/24
network:Class-Name:network
network:Auth-Area:72.46.135.0/24
network:ID:NET-790.72.46.135.128/27
network:Network-Name:
network:IP-Network:72.46.135.128/27
network:IP-Network-Block:72.46.135.128 - 72.46.135.159
network:Org-Name:Peters, Frank
network:Street-Address:636 NW 39th Ave
network:City:Deerfield Beach
network:State:Florida
network:Postal-Code:33442
network:Country-Code:US
network:Tech-Contact:MAINT-790.72.46.135.128/27
network:Created:20070805192536000
network:Updated:20070805192536000
network:Updated-By: ip-admin@rdtg.net
network:POC-Name:IP Administrator
network:POC-Email: ip-admin@rdtg.net
network:POC-Phone:+1-973-273-5883
network:Tech-Name:IP Administrator
network:Tech-Email: ip-admin@rdtg.net
network:Tech-Phone:+1-973-273-5883

1	Subject: COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included
2	Subject: Second Attempt: Victoria's Secret (R) Gift Card Inside
3	Subject: Victoria's Secret (R) Five Hundred Dollar Gift Card Inside
4	Subject: Dell Computer Giveaway
5	Subject: 500 Dollar MACY'S (R) Giftcard Giveaway
6	Subject: 500 DOLLAR VISA GIFT CARD GIVEAWAY
7	Subject: Claim Your Complimentary iPod Video
8	Subject: marie, are you a NASCAR Fan? We have the deal for you
9	Subject: 2 Southwest Flight Vouchers have been set aside, details inside
10	Subject: 500 Dollar Victoria's Secret Giftcard Giveaway
11	Subject: TARGET (R) 500 Dollar Gift Card Giveaway - Use Instore or Online
12	Subject: 500 Dollar Applebees Gift Card Giveaway - Take Everyone Out for Dinner
13	Subject: Confirmation required for your =?UTF8?Q?=24?=500 Amazon gift card
14	Subject: COSTCO (R) 500 Dollar Gift Card Giveaway + Membership Card
15	Subject: 500 Dollar Toys R Us Gift Card Giveaway
16	Subject: PETCO - 500 Dollar Gift Card Giveaway
17	Subject: Second Attempt: Target Gift Card Inside
18	Subject: Second Attempt: Target Gift Card Inside and More
19	Subject: Home Depot Voucher Winner #785-9593
20	Subject: Special Promotion - Get a \$500 Gift Card for Target
21	Subject: Second Attempt: Playstation 3 Inside
22	Subject: Target Voucher Winner
23	Subject: Target Gift Card Inside and More
24	Subject: Second Attempt: COSTCO Gift Card Inside
25	Subject: Second Attempt: COSTCO Gift Card Inside
26	Subject: Come out and see a NASCAR Race with us, we have your tickets
27	Subject: Special Promotion - Get a \$500 Gift Card to your favorite store
28	Subject: Get Babies Clothes on us, when participating in our program
29	Subject: We have a brand new Nokia 8801 cell phone waiting for you
30	Subject: Would you like a \$500 Gift Card?
31	Subject: Second Attempt: Old Navy Gift Card Inside
32	Subject: Claim your Complimentary \$500 Gift Card Now
33	Subject: NFL Tickets Package Winner
34	Subject: COSTCO Gift Card Inside
35	Subject: NFL Jersey, Cap & Tickets Giveaway - All Teams Available
36	Subject: Second Attempt: NOKIA Phone Inside
37	Subject: Claim your Prepaid Target card here
38	Subject: Get your favorite football teams Jersey, Hat, and 2 Game Tickets Now
39	Subject: Get your \$500 American Express Gift Card now - participation required
40	Subject: Get a \$500 Costco Gift Card
41	Subject: Tickets to the game, a jersey and a hat from your team.
42	Subject: Would you like a \$500 Applebee's Gift Card?
43	Subject: Kmart Voucher Winner
44	Subject: Get a 500 Dollar APPLEBEES (R) Card... On the House=?UTF8?Q?=21?=-
45	Subject: Second Attempt: TOYS'R'US (R) Gift Card Inside
46	Subject: TOYS'R'US (R) Gift Card Inside
47	Subject: Second Attempt: \$500 Target Gift Card Inside
48	Subject: TOYS'R'US (R) Gift Card Inside
49	Subject: Second Attempt: =?UTF8?Q?=24?=500 Target Gift Card Inside
50	Subject: Second Attempt: Target Gift Card Inside
51	Subject: Second Attempt: WAL*MART (R) 500 Dollar Gift Card Inside
52	Subject: Second Attempt: CIRCUIT CITY Gift Card Inside

53	Subject: Get your \$500 Wal-Mart Gift Card now - participation required
54	Subject: Get your \$500 Best Buy Gift Card now - participation required
55	Subject: Second Attempt: Overstock.com (R) 500 Dollar Gift Card Inside
56	Subject: Second Attempt: Macy's Gift Card Inside
57	Subject: Second Attempt: BEST BUY Gift Card Inside
58	Subject: Second Attempt: WAL*MART (R) 250 Dollar Gift Card Inside
59	Subject: =?UTF8?Q?=24?=500 Target Gift Card - Confirmation =?UTF8?Q?=23?=192-84617
60	Subject: Apple iPhone Giveaway - First Come, First Served
61	Subject: Second attempt - WAL*MART (R) 500 Dollar Gift Card Inside
62	Subject: Second Attempt: COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included
63	Subject: Apple iPhone Winner
64	Subject: Second Attempt: WAL*MART (R) 500 Dollar Gift Card Inside
65	Subject: Second Attempt: WAL*MART (R) 500 Dollar Card Inside
66	Subject: COSTCO(R) membership and 500 Dollars inside
67	Subject: Dell Computer Giveaway - Absolutely No Charges
68	Subject: Second Attempt: WAL*MART (R) 500 Dollar Gift Card Inside
69	Subject: For BILL WAL*MART (R) 500 Dollar Gift Card Inside
70	Subject: For Haley WAL*MART (R) 500 Dollar Gift Card Inside
71	Subject: For Jr Craig WAL*MART (R) 500 Dollar Gift Card Inside
72	Subject: For Trevor Schermerhorn WAL*MART (R) 500 Dollar Gift Card Inside
73	Subject: For Joan Hafenecker WAL*MART (R) 500 Dollar Gift Card Inside
74	Subject: For Lynn Fellion WAL*MART (R) 500 Dollar Gift Card Inside
75	Subject: For Kelly Isaacson WAL*MART (R) 500 Dollar Gift Card Inside
76	Subject: For Leah Rupp WAL*MART (R) 500 Dollar Gift Card Inside
77	Subject: For W Miller WAL*MART (R) 500 Dollar Gift Card Inside
78	Subject: For Tawnya Carr WAL*MART (R) 500 Dollar Gift Card Inside
79	Subject: For denize ramirez WAL*MART (R) 500 Dollar Gift Card Inside
80	Subject: Victoria's Secret(R) 500.00 Gift Card Inside
81	Subject: 500 Dollar TOYS'R'US (R) Gift Card Inside
82	Subject: Second Attempt: TARGET (R) 500 Dollar Gift Card - Confirmation =?UTF8?Q?=23?=TAR-12064
83	Subject: Victoria's Secret (R) Gift Card Inside
84	Subject: Second Attempt: Old Navy 500 Hundred Dollar Gift Card Inside
85	Subject: Dell Computer Giveaway
86	Subject: Walmart Voucher Winner
87	Subject: Second Attempt: COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included
88	Subject: Dell Computer Giveaway - Absolutely No Charges
89	Subject: Get Your Paid Trip to See Oprah and Be Part of the Show!
90	Subject: lucy2 Who do you think is the Best American Idol Judge ?
91	Subject: jdesa Who do you think is the Best American Idol Judge ?
92	Subject: bobbie Who do you think is the Best American Idol Judge ?
93	Subject: camille Who do you think is the Best American Idol Judge ?
94	Subject: falldown Who do you think is the Best American Idol Judge ?
95	Subject: creekside Who do you think is the Best American Idol Judge ?
96	Subject: dcesa Who do you think is the Best American Idol Judge ?
97	Subject: mopogo Who do you think is the Best American Idol Judge ?
98	Subject: dezignsbydenize Who do you think is the Best American Idol Judge ?
99	Subject: sunny Who do you think is the Best American Idol Judge ?
100	Subject: dragonheart Who do you think is the Best American Idol Judge ?
101	Subject: geoarlr Who do you think is the Best American Idol Judge ?
102	Subject: jm56 Who do you think is the Best American Idol Judge ?
103	Subject: nascarkelly20 Who do you think is the Best American Idol Judge ?
104	Subject: shelco Who do you think is the Best American Idol Judge ?

105	Subject: tawnya Who do you think is the Best American Idol Judge ?
106	Subject: jrwmooore Who do you think is the Best American Idol Judge ?
107	Subject: shannon Who do you think is the Best American Idol Judge ?
108	Subject: tbolt Who do you think is the Best American Idol Judge ?
109	Subject: brandyz Who do you think is the Best American Idol Judge ?
110	Subject: creeksid Who do you think is the Best American Idol Judge ?
111	Subject: gayetobey Who do you think is the Best American Idol Judge ?
112	Subject: tonto Who do you think is the Best American Idol Judge ?
113	Subject: anthony Who do you think is the Best American Idol Judge ?
114	Subject: bcracing Who do you think is the Best American Idol Judge ?
115	Subject: bough Who do you think is the Best American Idol Judge ?
116	Subject: mahensley Who do you think is the Best American Idol Judge ?
117	Subject: alane Who do you think is the Best American Idol Judge ?
118	Subject: kirkc Who do you think is the Best American Idol Judge ?
119	Subject: willison Who do you think is the Best American Idol Judge ?
120	Subject: keller Who do you think is the Best American Idol Judge ?
121	Subject: grama Who do you think is the Best American Idol Judge ?
122	Subject: taloola Who do you think is the Best American Idol Judge ?
123	Subject: sv Who do you think is the Best American Idol Judge ?
124	Subject: dwhitlow Who do you think is the Best American Idol Judge ?
125	Subject: julie Who do you think is the Best American Idol Judge ?
126	Subject: shylablue Who do you think is the Best American Idol Judge ?
127	Subject: dmadson Who do you think is the Best American Idol Judge ?
128	Subject: ozzy Who do you think is the Best American Idol Judge ?
129	Subject: jenny Who do you think is the Best American Idol Judge ?
130	Subject: ladytech Who do you think is the Best American Idol Judge ?
131	Subject: jtsheridan Who do you think is the Best American Idol Judge ?
132	Subject: redprop Who do you think is the Best American Idol Judge ?
133	Subject: switzer Who do you think is the Best American Idol Judge ?
134	Subject: arlo Who do you think is the Best American Idol Judge ?
135	Subject: American Idol in Hollywood! - Be in the Studio Audience
136	Subject: Second Attempt Macy's 500 DollarGift Card Inside
137	Subject: Claim your Complimentary American Idol \$500 Visa Gift Card Now
138	Subject: marie, 2 Southwest Flight Vouchers have been set aside, details inside
139	Subject: Coke vs Pepsi - Take Our Survey For A FREE 6 MONTHS SUPPLY OF COKE OR PEPSI!
140	Subject: 0417-DMR-09--CS-MAY-500 Dollar MACYS Giftcard Giveaway
141	Subject: Second attempt - Target 500.00 Dollar Gift Card Inside
142	Subject: Target Gift Card Inside
143	Subject: See a NASCAR Race with us - we have your tickets
144	Subject: ToyRus 500 Dollar Gift Card Giveaway
145	Subject: 500 Dollar MACYS Giftcard Givaway
146	Subject: 500 Dollar MACYS Giftcard Giveaway
147	Subject: ToysRus (R) 500 Dollar Gift Card Giveaway
148	Subject: TARGET (R) 500 Dollar Gift Card Inside - Use Instore or Online
149	Subject: Coke vs Pepsi - Get A 6 Months Supply, Vote now!
150	Subject: Coke vs Pepsi - Get A 6 Months Supply, Vote now=?UTF8?Q?=21?=-
151	Subject: Government Auctions in Your Area
152	Subject: You could give your Bank Balance a Boost
153	Subject: Hoodia - Reduce 1,000 Calories a Day
154	Subject: Do you think I'm crazy for doing this
155	Subject: Local Positions Available - Contact Us
156	Subject: Copies Everything

[illegible]

From: "Reference # MCY-1150" <ReferenceMCY1150@riverboatflag.com>
Subject: **Second Attempt: Macy's 500 Dollar Gift Card Inside**
Date: January 6, 2008 6:56:09 AM PST
To: nascarkelly20@asis.com
Reply-To: r.9372.17676888@riverboatflag.com



CONGRATULATIONS!

You Have Been Chosen
To Receive a

**FREE
\$500**

macy's

gift
CARD

Participation required. See site for details.

click here!

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Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) OR OUR [ACCEPTABLE USE POLICY](#), THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

As a member of our site, You understand and agree that all claims, disputes, or controversies between You and MemberSource Media LLC, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Agreement, by one or more arbitrators appointed in accordance with the said rules at a location determined by the arbitrator(s). Any controversy concerning whether a dispute can be arbitrated shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. This arbitration contract is made pursuant to a transaction in interstate commerce and its interpretation, application, enforcement, and proceedings there under shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1-16 ("FFA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each party voluntarily and knowingly waives any right they have to a jury trial.

3. USER AGREEMENT.

By using this Site, you agree to be bound by, and to comply with, these Membership Terms and Conditions, the posted [privacy policy](#), the [acceptable use policy](#) as well as any guidelines or rules posted on the site. As such, the privacy policy, acceptable use policy, guidelines and rules are hereby incorporated by reference into these Terms and Conditions as though fully set forth herein. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue using this Site.

4. CHANGES TO TERMS AND CONDITIONS AND POLICIES.

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines which appear on this site at any time for any reason which change, modification or alteration is effective upon posting on the site without further notice to you. It is your responsibility to review the Terms and Conditions, privacy policy, acceptable use policy, rules and guidelines for changes periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

5. TERM AND TERMINATION.

OnlineRewardGroup.com at its sole discretion and for any reason or no reason at all may terminate any Members without prior notice for (a) any violation of any provision of this Agreement; (b) aiding in or promoting circumvention of the OnlineRewardGroup.com; (c) acting against the business interests or reputation of OnlineRewardGroup.com; (d) otherwise acting unlawfully in relationship to OnlineRewardGroup.com, the OnlineRewardGroup.com website or the OnlineRewardGroup.com Service; (e) breach of our Spamming Policy; (f) inactivity (defined as the failure to earn any cash in your OnlineRewardGroup.com account) for a continuous six-month period; or (g) any other reason at the discretion of OnlineRewardGroup.com. If your account is terminated by OnlineRewardGroup.com, You may not re-enroll or join under a new account unless formally invited to do so by OnlineRewardGroup.com. You may cancel Your Membership at anytime by using the "Click here to cancel your account" link in the Account section of the OnlineRewardGroup.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number and You will not receive credit for referrals made using Your previous account. If a Member's account is terminated by OnlineRewardGroup.com, OnlineRewardGroup.com may refuse to honor some or all of the free gifts credited to the terminated Member's account if such gifts were earned in violation, or after violation, of this Agreement or were otherwise unlawfully obtained by the Member. Similarly, OnlineRewardGroup.com will have no obligation to honor a Member for gifts credited to the Member's account that were earned in violation or after violation of this Agreement by any of the Member's direct or extended referrals.

6. ELIGIBILITY & RULES OF MEMBERSHIP.

A. Program enrollment . To the full extent allowed by applicable law, OnlineRewardGroup.com at its sole discretion and for any or no reason may refuse to accept applications for membership.

B. Program Eligibility. To be eligible to become a Member of this site, you must: (i) be an individual at least 18 years of age and reside in the United States; Corporate or other business entities are not eligible to become Members; (ii) have an active email address; (iii) be the only account in your household; Using multiple email or physical addresses will result in termination of the accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. (iv) provide valid contact information including name, postal address, and email address. Members are responsible to promptly update such information should it change. OnlineRewardGroup.com reserves the right to request verification of, and member agrees to be subject to verification of, any of the information provided by member for enrollment with and continued use of the services provided by OnlineRewardGroup.com. You may not impersonate or misrepresent your identity. OnlineRewardGroup.com reserves the right to terminate any account, and associated membership, containing untruthful information. OnlineRewardGroup.com is not responsible for lost payments or communications due to your failure to provide OnlineRewardGroup.com with valid contact information as reasonably necessary; (v) use the membership solely for your own enjoyment and not on behalf of or for the benefit of any third parties. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN ACCOUNT TERMINATION AND FORFEITURE OF ANY ACCOUNT BALANCE ACCUMULATED.

C. Confidential Information. By using this site, you agree to be responsible for maintaining the confidentiality of your account and for restricting access to your computer. You also agree to be responsible for any and all activities that occur on your account. You must notify us immediately of any unauthorized use or security breach on your account. You agree that we will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms and Conditions. You further agree that We are not liable for any loss or damages caused by the disclosure of your password or user name

D. Receipt of Promotions. By signing up for OnlineRewardGroup.com, you are opting-in to receive OnlineRewardGroup.com newsletters and other special offer emails from OnlineRewardGroup.com or any of its partner sites. If you do not wish to receive these emails, you may opt-out at any time, by updating your Account information. Once an update to opt-out has been made to OnlineRewardGroup.com, a request will be sent to the emailing service and may take up to 48 hours to take effect. At this juncture, OnlineRewardGroup.com is not responsible for failure of the emailing service to uphold your request, but will act accordingly to attempt to resolve all issues.

E. Transfer is Prohibited. Members can not transfer accounts. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or

account or to receive payments to You; You may not use anyone else's password or account or act to accrue points for anyone else's account; You are responsible for keeping Your password secret. OnlineRewardGroup.com will not be liable for losses that are incurred through the use of Your password by a third party or the disclosure of your password or account.

7. GIFT REDEMPTION STEPS:

Step 1: Choose your gift and submit your email/shipping information.

Please make sure this information is up to date and accurate as this will expedite the redemption process. We automatically send you a Confirmation Email to you to verify that we have your correct email on file; please respond upon receipt.

Step 2: Complete offers from our Best of the Net offer sections.

We constantly strive to find the best advertiser offers on the internet for our members by researching and testing each offer. These hand picked offers are added to our Best of the Net sections. You will find an extensive selection of advertiser's offers to choose from within each of the three Best of the Net offer sections. Just pick and complete a total of six (6) offers to receive your free gift: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. We will update your "Account Status" with the total number of completed offers upon notification from the advertiser that you have met their requirements.

Please do not contact any of the advertisers as they will not be able to assist you. Please be patient as some advertisers take 2-3 weeks to report back to us.

Step 3: Submit your Gift Redemption form.

A redemption link will appear in the status section of your account once you have completed a total of six (6) offers: two (2) from Best of the Net 1 section, two (2) from Best of the Net 2 section, and two (2) from Best of the Net 3 section. The completion of additional offers (more than 2 per section) in any section cannot be transferred as a completed offer to another section. For example, if a member completes 3 sponsor offers in Best of the Net 1 section, the additional offer(s) cannot be applied to Best of the Net 2 section nor Best of the Net 3 section, or vice versa. Once all six (6) of your sponsor offers has posted to your account, the Redemption link will be available in your account. Please be sure all of the information on you Gift Redemption form is correct before submitting the form. Be sure to also include an attached photocopy of your state issued ID. We do not except photocopies of school ID's, work ID's/badges, passports, citizenship nor naturalization papers. Your state issued ID must also indicate your current address. Once your Redemption Form is received and processed by our Compliance Dept., you will receive your gift in 4-6 weeks.

MemberSource Media reserves the right to pass on shipping and processing fees to You following repeated unsuccessful attempts to deliver Your gift or reward.

8. THIRD PARTY MEMBERSHIP DISCLAIMER.

After completion of any of the advertiser offer(s) you have agreed to become a member of that website. You agree not to hold MemberSource Media liable for any loss or damages of any kind incurred as a result of any such dealings with any advertiser listed on the site. In addition, by becoming a member of such advertiser's site, you agree to the terms and conditions of that website. You must contact that company directly if you wish to cancel such membership.

9. PROHIBITED USER CONDUCT.

A. You are prohibited from any conduct that, in our sole discretion, restricts or inhibits any other user from using or enjoying the site or any linked site. You are prohibited from accessing or attempting to access private areas of the site or any other user's information. You are prohibited from impersonating any person or entity or otherwise falsely stating or misrepresenting your affiliation with a person or entity.

B. You are prohibited from using any data, content, and any information provided or used on the site, as well as your use of our site, products and services which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any

person or entity, including third-parties. You are prohibited from using any data, content or information which contains or promotes any viruses, Trojan horses, worms, time bombs or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the site, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct. You are prohibited from making any attempt to earn or redeem rewards in a manner inconsistent with this Agreement. Member shall not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of any part of OnlineRewardGroup.com. Member shall not use robots or scripts with OnlineRewardGroup.com.

C. MEMBERS MAY NOT USE SPAM TO OBTAIN REFERRALS. You may not use unsolicited email, usenet, or message board postings ("SPAM") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the OnlineRewardGroup.com service has strict negative consequences. Not only may OnlineRewardGroup.com terminate the Membership of any Member who in OnlineRewardGroup.com's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); OnlineRewardGroup.com will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive paid search credits) from them. In addition, You may be subject to state and federal penalties or other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy provides more details and is incorporated into this Agreement. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by OnlineRewardGroup.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.

D. No benefits are available to members for referrals of advertisers to OnlineRewardGroup.com.

E. Violation by member will result in termination of membership, loss of all accrued points and barring from future participation with the service of OnlineRewardGroup.com. Any decision made by OnlineRewardGroup.com relating to termination of membership in cases of suspected abuse or violation of its rules shall be final and binding.

10. RELATIONSHIP WITH MARKETING ADVERTISERS.

All sponsors listed on this site have not endorsed this promotion, nor are they affiliated or connected with this promotion in anyway. We are not affiliated with any of the listed products. Trademarks, service marks, logos, and/or domain names are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by us. Furthermore, participating advertisers are independent third parties and we are not acting as a principal, agent or broker with respect to any advertisers.

11. CREDIT CARD OFFERS AND FREE GIFTS.

A. If you are accepted by OnlineRewardGroup.com as a Member of the OnlineRewardGroup.com Service and meet all the requirements provided in this Agreement You may earn free gifts for fulfilling offers you have selected if and only if you have complied with the steps outlined in our Help section.

B. There are conditions in order for OnlineRewardGroup.com members to receive free gifts. OnlineRewardGroup.com members must have cookies enabled. OnlineRewardGroup.com members must access the merchant site through OnlineRewardGroup.com. These conditions are mandatory so that the merchant will know that the OnlineRewardGroup.com member used OnlineRewardGroup.com to reach the merchant site.

C. Free gifts awarded to OnlineRewardGroup.com members are subject to changes for returns, cancellations, and other events. OnlineRewardGroup.com can make these changes to OnlineRewardGroup.com member accounts at its sole discretion. If you disagree with the changes made your sole option is to deactivate your OnlineRewardGroup.com account.

D. Member agrees that, in some cases, there may be delay in the crediting of free gifts for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary

information to OnlineRewardGroup.com for such crediting of free gifts. OnlineRewardGroup.com will not be responsible or liable for the delay or failure to credit free gifts in such an event.

(i) In addition, if an advertiser or partner fails to report back a completed offer after three weeks have passed since the offer was initially completed, a member may request that a manual credit be applied to their account for the offer. In such an event, they will be required to submit their completed offer proof within one (1) week to request a manual credit. Thus, please keep all email receipts received by the advertiser for your completed offers. Sufficient proof includes, but is not limited to an email receipt received from the advertiser either confirming proof of a membership or product purchase, a credit card billing statement confirming proof of a membership or product purchase, a letter or email confirmation showing you were approved for a loan and for credit card offers, a copy of a credit card billing statement showing that the member was approved for their card, and activated it by making a balance transfer, cash advance or purchase on the card. MemberSource Media reserves the right to request additional information pertinent to a manual credit request should the initial submission of offer proof be identified as insufficient for any reason. The submission of offer proof does not guarantee that a member will receive a manual credit for their offer. If an affiliate or advertiser has denied a manual credit request, the offer credit will not be applied to the member's account. MemberSource Media will not be held responsible for any offer credit that is denied by an affiliate or an advertiser.

E. OnlineRewardGroup.com does not warranty, guarantee, or insure the quality of any product or service requested from one of the publisher advertised merchants.

F. OnlineRewardGroup.com neither endorses the contents of advertisements or third parties Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

G. OnlineRewardGroup.com is not responsible for promotions or additional offers displayed on the Web sites of the advertised merchants.

H. In order for a credit card applicant to be eligible to receive credit for their offer, they must apply for, get approved and activate their credit card by making a purchase, balance transfer or cash advance.

I. New Customers only: Members that sign up for a Sponsor offer (service) they have already been a customer of (whether currently or in the past) will not be considered valid completion of a Sponsor offer and will not receive credit for that Sponsor offer. MemberSource Media reserves the right to remove any credits from a member's account at any time upon receipt of confirmation provided by this sponsor, even if they originally confirmed your eligibility for their offer.

G. Should we be informed by a sponsor that an offer was either not sufficiently completed or was canceled before satisfaction of offer completion, MemberSource Media reserves the right to remove the credit from the member's account. This is including but limiting to a member's early termination of a sponsor offer, multiple completion of a sponsor offer and insufficient qualification for a sponsor offer.

H. Sponsor offer Cancellation: Should a member cancel their account with an advertiser prior to 30 days or prior to making a membership payment/purchase (which ever should occur first), they will not receive credit for this offer. This also applies to any sponsor offer a member may have already received credit for.

I. We reserve the right to refuse crediting a user for offer completion for a variety of reasons, including, but not limited to, lack of appropriate information, improper sign-up method, and/or history of manual credit requests.

J. Members that complete a specific offer more than once, will receive Credit for only one (1) offer. We reserve the right to deduct or remove additional Credit from Your account if You do not comply with all applicable conditions. Violations may result in termination of Membership and the loss of all Credit.

K. Manual credit requests that have been approved by our affiliate and advertisers may not be

acknowledged in the Member Account Status. Members will be informed via email that they have been approved for their manual credit requests.

12. GIFT REDEMPTION RULES AND POLICIES.

A. Your order will be shipped to the shipping address provided by You in the Shipping Information form. Orders placed are subject to availability and delays set by the United States Postal Service or other shipment service. OnlineRewardGroup.com will make all reasonable attempts to process and ship all due merchandise within a reasonable timeframe as stipulated in the [Help](#) section.

B. OnlineRewardGroup.com reserves the right to change free gift requirements for any product offered within OnlineRewardGroup.com at any time.

C. OnlineRewardGroup.com does not warranty, guarantee, or insure the quality of any product ordered through OnlineRewardGroup.com. OnlineRewardGroup.com will make all reasonable efforts to compensate You for merchandise determined dead-on-arrival (DOA), but is subject to terms set by and the cooperation of the vendor through which the product was purchased. OnlineRewardGroup.com claims no liability beyond this.

D. Only One Redemption Per Address/Household. To avoid confusion, "household" is defined as other persons, related or unrelated, residing at the same address. If someone in Your household has already received a gift from this Program, You are not eligible for a gift. You must use the address of Your residence to register for the Program. The address You use to register must be legally recognized by the US Postal Service. No P.O. Boxes. We reserve the right to terminate accounts that violate this requirement, resulting in the potential loss of accumulated Credit for which You will not receive any compensation or remuneration. We may, at Our sole discretion, request a copy of a utility and or phone bill along with a copy of Your driver's license or state issued ID for verification purposes. Also, only one account is allowed per IP address per credit card.

E. Redemption Time Limit. To obtain Your gift incentive, You must submit Your Gift Redemption and Shipping Confirmation Form within 90 days from the date it appeared in Your account. Submission after this time has elapsed does not meet the conditions for eligibility, and MemberSource Media will not be obligated to award the gift or reward. Fulfillment based on a submission after 90 days is at the sole discretion of MemberSource Media.

F. MONITORING YOUR FREE GIFT STATUS. You may view the status of your free gifts in the OnlineRewardGroup.com "Gift Status" section. At this point, the information is not updated in real-time as credits are accrued, but OnlineRewardGroup.com will try to keep the amounts updated in a reasonable fashion. If you have a question about your account balance, [click here](#) to contact Support.

G. MemberSource Media reserves the right to substitute any gift or reward with a check of equal or greater value.

H. In the event that a member is denied a manual credit for their last offer to complete the program, MemberSource Media will determine and decide their eligibility to receive a check for less the value of that offer. This does not apply to all members.

13. YOUR RELATIONSHIP WITH ADVERTISERS.

Your relationship with merchants or advertisers whom OnlineRewardGroup.com delivers offers for on both our publisher sites and OnlineRewardGroup.com, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold OnlineRewardGroup.com liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service.

14. DISCLAIMER OF WARRANTIES.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (iii) EXCEPT AS EXPRESSLY PROVIDED HEREIN WE EXPRESSLY DISCLAIM ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT; (iv) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK; (v) YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR OPENING ANY EMAIL SENT BY US; (vi) WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, THE RESULTS THAT MAY BE OBTAINED OR THE RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED OR ADVERTISED THROUGH THE SITE OR THAT THE CONTENT PROVIDED ON THE SITE IS APPLICABLE TO, OR APPROPRIATE FOR USE IN, LOCATIONS OUTSIDE OF THE UNITED STATES ; and (vii) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B. EXCEPT AS EXPRESSLY STATED HEREIN WE MAKE NO WARRANTY THAT: (i) ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ANY PRODUCT OR SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY DEFECTS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR PROMOTIONS AVAILABLE THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR MEMBERSHIP.

16. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. MONITORING SITE USAGE.

You agree that we may electronically monitor the site and disclose any content, records, or electronic communication of any kind (i) to satisfy any legal process or request; (ii) to operate the Site; or (iii) to protect our rights or the rights of the users, sponsors, providers, licensors, or merchants.

18. INDEMNITY.

By using the site you agree to indemnify us and hold us harmless from any and all claims and expenses, including (without limitation) attorney's fees, arising from your use of the site, or your use of the products and services contained thereon, or from any person's use of any ID, membership or password you maintain with any portion of the site, regardless of whether you authorized such use or not. By using the site, products or services, you are hereby agreeing to release us from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against us or our advertisers arising out of or in any way related to such disputes and/or to the products and services.

19. CHOICE OF LAW, VENUE AND JURISDICTION.

This site (excluding third party linked sites) is controlled by MemberSource Media from its offices

within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from California, by accessing this site, both you and MemberSource Media agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and MemberSource Media also agree that any legal proceedings shall be conducted in English. MemberSource Media makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your state, or US Territory does not permit your participation in this Service, then you are responsible for complying with such laws and you agree to indemnify MemberSource Media against any action you undertake to use this website. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

20. GENERAL.

A. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof, including any terms and conditions on any of customer's documents or purchase orders.

B. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the site. Our performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

C. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Agreement is personal to You and You may not transfer, delegate, or assign this Agreement, your referral network, your OnlineRewardGroup.com account or other benefits you receive as a OnlineRewardGroup.com Member to anyone. Any attempt by You to assign or delegate this Agreement shall be null and void. OnlineRewardGroup.com may assign this Agreement at its sole discretion.

E. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, OnlineRewardGroup.com has used appropriate industry standard procedures to safeguard the confidentiality of Your personal information, such as firewall, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. However, no data transmitted over the Internet can be 100% secure. As a result, while we strive to protect your personal information, OnlineRewardGroup.com cannot guarantee the security of any information that you transmit to us or from our sponsors and You do so at Your own risk.

F. Inaccuracies/Typos/Hacking. MemberSource Media will not be held liable for typos or misstatements contained within the OnlineRewardGroup.com site. Additionally, MemberSource Media is not responsible for misrepresentation of gift incentives available due to illegal interference with OnlineRewardGroup.com. We reserve the right to rectify any typos, errors and descriptions as needed to affirm accurate information. Under no circumstances will MemberSource Media be held liable for misquoted content. MemberSource Media does not award gift incentives with a value that is greater than \$500.00. If there is a gift incentive valued at more than \$500.00 that appears in affiliation with OnlineRewardGroup.com, it is the result of unauthorized hacking or tampering with the site or an error. MemberSource Media reserves the right to remove any and all reference made to that gift incentive and will thus select another gift incentive valued at \$500 in its place.

G. This Agreement constitutes the entire Agreement between You and OnlineRewardGroup.com in

connection with general membership in OnlineRewardGroup.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. If any provision of this AGREEMENT is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this AGREEMENT will remain in force. No failure of either party to exercise or enforce any of its rights under this AGREEMENT will act as a waiver of such rights.

[about us](#) | [privacy policy](#) | [terms & conditions](#) | [FAQ](#) | [unsubscribe](#) | [contact us](#)

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OnlineRewardGroup.com

CONGRATULATIONS!

You have been chosen to receive a

CONGRATULATIONS!




FREE \$500

macy's

GIFT CARD!

Participation required. See below for details.



To Claim Your FREE Gift Card

Simply Enter Your Email Address

☒ I certify that I am a U.S. Resident over the age of 18, and I agree to the [Privacy Policy](#) and [Participation Terms](#).

This promotion is made possible through sponsorship by our partners including:



This is an advertisement. To claim your gift you must participate in our program and meet all of the offer eligibility requirements as outlined in the [Terms & Conditions](#) before you can receive your gift. Receipt of your item requires compliance with offer terms, including: age and residency requirements; registration with valid e-mail address, shipping address and phone number; completion of user survey and completion of sponsor offers. Available offers will vary and some offers may require a purchase to qualify. OnlineRewardGroup.com is an independent rewards program and is not affiliated with any of the listed products or retailers. Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by OnlineRewardGroup.com. Offer not valid in Ohio and is void where prohibited by law. If you have any questions regarding this offer, please review our [help section](#) or contact us by [clicking here](#).

CONGRATULATIONS!

Your FREE \$500 Macy's Gift Card is ready to send! Please verify your shipping address for us below!

Please tell us where to send your FREE gift:



First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Street:	<input type="text"/>	City:	<input type="text"/>
State:	<input type="text" value="Select"/>	Zip Code:	<input type="text"/>
Year of Birth:	<input type="text" value="Select"/>	Gender:	<input type="text" value="Select"/>

Your phone number is used to call you about any shipping or redemption questions regarding your free \$500 Macy's Gift Card.

Home Phone: () -

Choose Password:

Confirm Password:

Are you interested in continuing your education?

CLICK TO SUBMIT

- \$500 VALUE! YOURS FREE!
- USE IN-STORE OR ONLINE AT WWW.MACYS.COM!
- FREE SHIPPING FROM FedEx.

This promotion is made possible through sponsorship by our partners including:



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This is an advertisement. To claim your gift you must participate in our program and meet all of the offer eligibility requirements as outlined in the [Terms & Conditions](#) before you can receive your gift. Receipt of your item requires compliance with offer terms, including: age and residency requirements; registration with valid e-mail address, shipping address and phone number; completion of user survey and completion of sponsor offers. Available offers will vary and some offers may require a purchase to qualify. OnlineRewardGroup.com is an independent rewards program and is not affiliated with any of the listed products or retailers. Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners, who have no association with or make any endorsement of the products or services provided by OnlineRewardGroup.com. Offer not valid in Ohio and is void where prohibited by law. If you have any questions regarding this offer, please review our [help section](#) or contact us by [clicking here](#).

Vantage Domains

Exhibit H

C-08-1321 EMC

Declaration of Josh Mohland

1	martsgroup.com	24	tivellinogroup.net
2	topelgroup.net	25	dillywaggle.com
3	albahottie.com	26	netconstructonline.com
4	mckennygroup.com	27	bondicocoa.com
5	theatreorchestra.com	28	surveysvotes.net
6	legerhave.com	29	brasschiffon.com
7	vote-surveys.net	30	mentongroup.com
8	accutarg.com	31	surveys-votes.net
9	betteroffinbed.com	32	maggywander.com
10	tivellinogroup.com	33	nillynaders.com
11	rivellinogroup.net	34	surveyvotes.net
12	crofferz.com	35	boolycrown.com
13	wrigleyvilleassociates.net	36	tancerulean.com
14	votessurveys.net	37	vippertimes.com
15	calendarways.com	38	cameofort.com
16	candleviews.com	39	builtththree.com
17	mckennygroup.net	40	comguarantee.com
18	netfixitready.com	41	boolybear.com
19	saggywonder.com	42	cerisehoneysuckle.com
20	markmangroup.net	43	comstationblog.com
21	mastengroup.com	44	mountainviewstimes.com
22	leadleygroup.net	45	bingdingered.com
23	martsgroup.net	46	comvegi.com

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: BOOLYBEAR.COM

Registrant [1279944]:

Moniker, Privacy Services BOOLYBEAR.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1279944]:

Moniker, Privacy Services BOOLYBEAR.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1279944]:

Moniker, Privacy Services BOOLYBEAR.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1279944]:

Moniker, Privacy Services BOOLYBEAR.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.GULLYWISHER.COM	67.209.137.3
NS2.GULLYWISHER.COM	67.209.137.4

Record created on:	2008-03-03 13:24:01.0
Database last updated on:	2008-06-24 12:46:14.613
Domain Expires on:	2009-03-03 13:24:05.0

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: ALBAHOTTIE.COM

Registrant [1248819]:

Moniker, Privacy Services ALBAHOTTIE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1248819]:

Moniker, Privacy Services ALBAHOTTIE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1248819]:

Moniker, Privacy Services ALBAHOTTIE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1248819]:

Moniker, Privacy Services ALBAHOTTIE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.DOMAINSERVICE.COM	67.99.176.12
NS2.DOMAINSERVICE.COM	67.97.247.209
NS3.DOMAINSERVICE.COM	64.49.213.231
NS4.DOMAINSERVICE.COM	67.97.247.210

Record created on:	2008-01-28 10:56:21.0
Database last updated on:	2008-06-24 12:41:24.803
Domain Expires on:	2009-01-28 10:57:49.0

=====
Visit AboutUs.org for more information about rivellinogroup.net
AboutUs: rivellinogroup.net

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: rivellinogroup.net

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (7e89dfc639a048deb9c03a1682598210.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (7e89dfc639a048deb9c03a1682598210.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

ns1.ashlandassociates.com
ns2.ashlandassociates.com

Creation date: 11 Jan 2008 17:47:47
Expiration date: 11 Jan 2009 17:47:47

=====
The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about accutarg.com
AboutUs: accutarg.com

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: accutarg.com

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (1605bf30aff3442b808aaa3a780da10d.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (1605bf30aff3442b808aaa3a780da10d.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

dns1.registrar-servers.com
dns2.registrar-servers.com
dns3.registrar-servers.com

Creation date: 15 Feb 2008 00:34:02
Expiration date: 15 Feb 2009 00:34:02

=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information
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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about martsgroup.com

AboutUs: martsgroup.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: martsgroup.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (1f895508f3e540bb907d03a4a62c7b42.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (1f895508f3e540bb907d03a4a62c7b42.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:09:39

Expiration date: 03 Mar 2009 21:09:39

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about bondicocoa.com
AboutUs: bondicocoa.com

Domain name: bondicocoa.com

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O bondicocoa.com
Bellevue, WA 98007
US

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wcyjybndst@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O bondicocoa.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wcyjybndst@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O bondicocoa.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 21 Jan 2008 15:14:50

Expiration date: 21 Jan 2009 15:14:50

=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: SURVEYS-VOTES.NET

Registrant [1407153]:

Moniker, Privacy Services SURVEYS-VOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1407153]:

Moniker, Privacy Services SURVEYS-VOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1407153]:

Moniker, Privacy Services SURVEYS-VOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1407153]:

Moniker, Privacy Services SURVEYS-VOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.SURVEYS-VOTES.NET	204.13.173.83
NS2.SURVEYS-VOTES.NET	204.13.173.84

Record created on:	2008-06-02 15:35:59.0
Database last updated on:	2008-06-03 14:29:09.297
Domain Expires on:	2009-06-02 15:36:04.0

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: BUILTHTHREE.COM

Registrant [1279948]:

Moniker, Privacy Services BUILTHTHREE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1279948]:

Moniker, Privacy Services BUILTHTHREE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1279948]:

Moniker, Privacy Services BUILTHTHREE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1279948]:

Moniker, Privacy Services BUILTHTHREE.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.GULLYWISHER.COM	67.209.137.3
NS2.GULLYWISHER.COM	67.209.137.4

Record created on:	2008-03-03 13:24:01.0
Database last updated on:	2008-06-24 12:46:16.177
Domain Expires on:	2009-03-03 13:24:05.0

The data contained in GoDaddy.com, Inc.'s WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written

permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: NETCONSTRUCTONLINE.COM

Created on: 24-Mar-08

Expires on: 24-Mar-09

Last Updated on: 24-Mar-08

Administrative Contact:

Private, Registration NETCONSTRUCTONLINE.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration NETCONSTRUCTONLINE.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

NS1.NETCONSTRUCTONLINE.COM
NS2.NETCONSTRUCTONLINE.COM
NS3.NETCONSTRUCTONLINE.COM
NS4.NETCONSTRUCTONLINE.COM
NS5.NETCONSTRUCTONLINE.COM

=====
Visit AboutUs.org for more information about dillywaggle.com
AboutUs: dillywaggle.com

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: dillywaggle.com

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (c28abe84175748f498e6443850fc4c6f.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (c28abe84175748f498e6443850fc4c6f.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 03 Mar 2008 16:33:52
Expiration date: 03 Mar 2009 16:33:52
=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

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We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about cameofort.com
AboutUs: cameofort.com

Domain name: cameofort.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (mjncvsprt@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O cameofort.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (mjncvsprt@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O cameofort.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O cameofort.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 03 Dec 2007 19:05:34

Expiration date: 03 Dec 2008 19:05:34

=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

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Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: MOUNTAINVIEWSTIMES.COM

Registrant [1261841]:

Moniker, Privacy Services MOUNTAINVIEWSTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1261841]:

Moniker, Privacy Services MOUNTAINVIEWSTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1261841]:

Moniker, Privacy Services MOUNTAINVIEWSTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1261841]:

Moniker, Privacy Services MOUNTAINVIEWSTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.BETTEROFFINBED.COM	64.187.99.34
NS2.BETTEROFFINBED.COM	64.187.99.35

Record created on:	2008-02-08 13:15:25.0
Database last updated on:	2008-06-24 12:48:13.693
Domain Expires on:	2009-02-08 13:18:07.0

The data contained in GoDaddy.com, Inc.'s WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written

permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: NETFIXITREADY.COM

Created on: 13-Feb-08

Expires on: 13-Feb-09

Last Updated on: 13-Feb-08

Administrative Contact:

Private, Registration NETFIXITREADY.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration NETFIXITREADY.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

NS1.NETFIXITREADY.COM
NS2.NETFIXITREADY.COM
NS3.NETFIXITREADY.COM
NS4.NETFIXITREADY.COM
NS5.NETFIXITREADY.COM

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

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Domain Name: SURVEYVOTES.NET

Registrant [1407150]:

Moniker, Privacy Services SURVEYVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1407150]:

Moniker, Privacy Services SURVEYVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1407150]:

Moniker, Privacy Services SURVEYVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1407150]:

Moniker, Privacy Services SURVEYVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.SURVEYS-VOTES.NET	204.13.173.83
NS2.SURVEYS-VOTES.NET	204.13.173.84

Record created on:	2008-06-02 15:36:01.0
Database last updated on:	2008-06-03 14:29:10.31
Domain Expires on:	2009-06-02 15:36:07.0

=====

Visit AboutUs.org for more information about markmangroup.net

AboutUs: markmangroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: markmangroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (c0fc79632dae4be0996c582a48087e3a.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (c0fc79632dae4be0996c582a48087e3a.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:09:28

Expiration date: 03 Mar 2009 21:09:28

=====

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enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about martsgroup.net

AboutUs: martsgroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: martsgroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (7869b5a87c5345cd8f33a516bed63b90.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (7869b5a87c5345cd8f33a516bed63b90.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:09:43

Expiration date: 03 Mar 2009 21:09:43

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about tivellinogroup.com

AboutUs: tivellinogroup.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: tivellinogroup.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (c81cb5f47ec54cd0bc64ec3e4c802f65.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (c81cb5f47ec54cd0bc64ec3e4c802f65.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 11 Jan 2008 17:47:53

Expiration date: 11 Jan 2009 17:47:53

=====

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enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about mentongroup.com

AboutUs: mentongroup.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: mentongroup.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (ef91f3c9f5ef46968643513d8982b4a9.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (ef91f3c9f5ef46968643513d8982b4a9.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:10:17

Expiration date: 03 Mar 2009 21:10:17

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about maggywander.com

AboutUs: maggywander.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: maggywander.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (5bd6e3c56f4240088acffdfb800d2d95.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (5bd6e3c56f4240088acffdfb800d2d95.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

blockedduetospam.pleasecontactsupport.com

dummysecondary.pleasecontactsupport.com

Creation date: 15 Apr 2008 19:48:52

Expiration date: 15 Apr 2009 19:48:52

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: CANDLEVIEWS.COM

Registrant [1261828]:

Moniker, Privacy Services CANDLEVIEWS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1261828]:

Moniker, Privacy Services CANDLEVIEWS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1261828]:

Moniker, Privacy Services CANDLEVIEWS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1261828]:

Moniker, Privacy Services CANDLEVIEWS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.BETTEROFFINBED.COM	64.187.99.34
NS2.BETTEROFFINBED.COM	64.187.99.35

Record created on:	2008-02-08 13:15:23.0
Database last updated on:	2008-06-24 12:46:20.02
Domain Expires on:	2009-02-08 13:18:05.0

=====

Visit AboutUs.org for more information about saggywonder.com

AboutUs: saggywonder.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: saggywonder.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (5ba2b8aa158e448c8874900f33925ce0.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (5ba2b8aa158e448c8874900f33925ce0.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

dns1.name-services.com

dns2.name-services.com

dns3.name-services.com

dns4.name-services.com

dns5.name-services.com

Creation date: 03 Mar 2008 16:34:45

Expiration date: 03 Mar 2009 16:34:45

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information

available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about tancerulean.com
AboutUs: tancerulean.com

Domain name: tancerulean.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wpcfddddc@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O tancerulean.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wpcfddddc@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O tancerulean.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O tancerulean.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 07 Dec 2007 21:22:23

Expiration date: 07 Dec 2008 21:22:23

=====
The data in this whois database is provided to you for information
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Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: VOTESSURVEYS.NET

Registrant [1407148]:

Moniker, Privacy Services VOTESSURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1407148]:

Moniker, Privacy Services VOTESSURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1407148]:

Moniker, Privacy Services VOTESSURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1407148]:

Moniker, Privacy Services VOTESSURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.SURVEYS-VOTES.NET	204.13.173.83
NS2.SURVEYS-VOTES.NET	204.13.173.84

Record created on:	2008-06-02 15:36:08.0
Database last updated on:	2008-06-03 14:29:09.513
Domain Expires on:	2009-06-02 15:36:19.0

=====
Visit AboutUs.org for more information about wrigleyvilleassociates.net
AboutUs:
wrigleyvilleassociates.net

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: wrigleyvilleassociates.net

Registrant Contact:

WhoisGuard
WhoisGuard Protected (991c73d729044518a0e9b05625c68a45.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (991c73d729044518a0e9b05625c68a45.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (991c73d729044518a0e9b05625c68a45.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

ns1.ashlandassociates.com
ns2.ashlandassociates.com

Creation date: 11 Jan 2008 17:48:08
Expiration date: 11 Jan 2009 17:48:08

=====
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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about mastengroup.com

AboutUs: mastengroup.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: mastengroup.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (506926ef94e7436b80d35828efcd1eaa.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (506926ef94e7436b80d35828efcd1eaa.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:09:47

Expiration date: 03 Mar 2009 21:09:47

=====

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Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

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Moniker does not guarantee its accuracy.

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Domain Name: CALENDARWAYS.COM

Registrant [1261830]:

Moniker, Privacy Services CALENDARWAYS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1261830]:

Moniker, Privacy Services CALENDARWAYS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1261830]:

Moniker, Privacy Services CALENDARWAYS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1261830]:

Moniker, Privacy Services CALENDARWAYS.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.BETTEROFFINBED.COM	64.187.99.34
NS2.BETTEROFFINBED.COM	64.187.99.35

Record created on:	2008-02-08 13:15:21.0
Database last updated on:	2008-06-24 12:46:19.66
Domain Expires on:	2009-02-08 13:18:03.0

=====
Visit [AboutUs.org](http://www.aboutus.org/brasschiffon.com) for more information about brasschiffon.com
AboutUs: brasschiffon.com

Domain name: brasschiffon.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wbbmprrh@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O brasschiffon.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (wbbmprrh@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O brasschiffon.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O brasschiffon.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 08 Feb 2008 17:26:53

Expiration date: 08 Feb 2009 17:26:53

=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

The data contained in GoDaddy.com, Inc.'s WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written

permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: COMSTATIONBLOG.COM

Created on: 24-Mar-08

Expires on: 24-Mar-09

Last Updated on: 24-Mar-08

Administrative Contact:

Private, Registration COMSTATIONBLOG.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration COMSTATIONBLOG.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

NS1.COMSTATIONBLOG.COM
NS2.COMSTATIONBLOG.COM
NS3.COMSTATIONBLOG.COM
NS4.COMSTATIONBLOG.COM
NS5.COMSTATIONBLOG.COM

=====

Visit AboutUs.org for more information about tivellinogroup.net

AboutUs: tivellinogroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: tivellinogroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (6ed37a092e2c4256996e907a92edcdd2.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (6ed37a092e2c4256996e907a92edcdd2.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 11 Jan 2008 17:47:57

Expiration date: 11 Jan 2009 17:47:57

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about mckennygroup.com

AboutUs: mckennygroup.com

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: mckennygroup.com

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (78f4691920ca4373af48814f7ea5faf4.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (78f4691920ca4373af48814f7ea5faf4.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:10:09

Expiration date: 03 Mar 2009 21:10:09

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about theatreorchestra.com

AboutUs: theatreorchestra.com

Domain name: theatreorchestra.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (ncgrgdvnpj@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O theatreorchestra.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (ncgrgdvnpj@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O theatreorchestra.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O theatreorchestra.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

ns1.chickenwaldorfsalad.com
ns2.chickenwaldorfsalad.com

Creation date: 12 Feb 2008 15:43:57

Expiration date: 12 Feb 2009 15:43:57

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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Version 6.3 4/3/2002

=====

Visit AboutUs.org for more information about topelgroup.net

AboutUs: topelgroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: topelgroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (4485a80c7f31470f9f0c1954d8045c99.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (4485a80c7f31470f9f0c1954d8045c99.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 11 Jan 2008 17:48:02

Expiration date: 11 Jan 2009 17:48:02

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

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Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: BINGDINGERED.COM

Registrant [1279946]:

Moniker, Privacy Services BINGDINGERED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1279946]:

Moniker, Privacy Services BINGDINGERED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1279946]:

Moniker, Privacy Services BINGDINGERED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1279946]:

Moniker, Privacy Services BINGDINGERED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.GULLYWISHER.COM	67.209.137.3
NS2.GULLYWISHER.COM	67.209.137.4

Record created on:	2008-03-03 13:24:01.0
Database last updated on:	2008-06-24 12:46:11.27
Domain Expires on:	2009-03-03 13:24:05.0

=====
Visit AboutUs.org for more information about boolycrown.com
AboutUs: boolycrown.com

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: boolycrown.com

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (657f13b680f3498992b4f920070464ed.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (657f13b680f3498992b4f920070464ed.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 07 Mar 2008 17:21:05
Expiration date: 07 Mar 2009 17:21:05
=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

The data contained in GoDaddy.com, Inc.'s WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written

permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: COMVEGI.COM
Created on: 19-Feb-08
Expires on: 19-Feb-09
Last Updated on: 19-Feb-08

Administrative Contact:

Private, Registration COMVEGI.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States
(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration COMVEGI.COM@domainsbyproxy.com
Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

NS1.COMVEGI.COM

NS2.COMVEGI.COM

NS3.COMVEGI.COM

NS4.COMVEGI.COM

NS5.COMVEGI.COM

=====
Visit AboutUs.org for more information about cerisehoneysuckle.com
AboutUs: cerisehoneysuckle.com

Domain name: cerisehoneysuckle.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (nbdqtbbbl@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O cerisehoneysuckle.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (nbdqtbbbl@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O cerisehoneysuckle.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O cerisehoneysuckle.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 11 Feb 2008 22:34:21

Expiration date: 11 Feb 2009 22:34:21

=====
The data in this whois database is provided to you for information
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related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

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Version 6.3 4/3/2002

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: VIPPERTIMES.COM

Registrant [1325302]:

Moniker, Privacy Services VIPPERTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1325302]:

Moniker, Privacy Services VIPPERTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1325302]:

Moniker, Privacy Services VIPPERTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1325302]:

Moniker, Privacy Services VIPPERTIMES.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.WILLYWISHING.COM	64.187.118.33
NS2.WILLYWISHING.COM	64.187.118.34

Record created on:	2008-04-14 12:42:12.0
Database last updated on:	2008-06-24 12:49:22.427
Domain Expires on:	2009-04-14 12:42:15.0

Moniker Whois Server Version 2.0

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Domain Name: SURVEYSVOTES.NET

Registrant [1407151]:

Moniker, Privacy Services SURVEYSVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1407151]:

Moniker, Privacy Services SURVEYSVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1407151]:

Moniker, Privacy Services SURVEYSVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1407151]:

Moniker, Privacy Services SURVEYSVOTES.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.SURVEYS-VOTES.NET	204.13.173.83
NS2.SURVEYS-VOTES.NET	204.13.173.84

Record created on:	2008-06-02 15:35:59.0
Database last updated on:	2008-06-03 14:29:10.28
Domain Expires on:	2009-06-02 15:36:04.0

Moniker Whois Server Version 2.0

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Domain Name: BETTEROFFINBED.COM

Registrant [1261835]:

Moniker, Privacy Services BETTEROFFINBED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1261835]:

Moniker, Privacy Services BETTEROFFINBED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1261835]:

Moniker, Privacy Services BETTEROFFINBED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1261835]:

Moniker, Privacy Services BETTEROFFINBED.COM@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.BETTEROFFINBED.COM	64.187.99.34
NS2.BETTEROFFINBED.COM	64.187.99.35

Record created on:	2008-02-08 13:15:21.0
Database last updated on:	2008-06-24 12:46:08.317
Domain Expires on:	2009-02-08 13:18:03.0

=====

Visit AboutUs.org for more information about leadleygroup.net

AboutUs: leadleygroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: leadleygroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (e25199e656c04fbca7e78542a9480740.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (e25199e656c04fbca7e78542a9480740.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:09:23

Expiration date: 03 Mar 2009 21:09:23

=====

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Version 6.3 4/3/2002

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Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.
DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: COMGUARANTEE.COM

Created on: 13-Feb-08

Expires on: 13-Feb-09

Last Updated on: 13-Feb-08

Administrative Contact:

Private, Registration COMGUARANTEE.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration COMGUARANTEE.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

NS1.COMGUARANTEE.COM
NS2.COMGUARANTEE.COM
NS3.COMGUARANTEE.COM
NS4.COMGUARANTEE.COM
NS5.COMGUARANTEE.COM

Moniker Whois Server Version 2.0

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Domain Name: VOTE-SURVEYS.NET

Registrant [1407149]:

Moniker, Privacy Services VOTE-SURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [1407149]:

Moniker, Privacy Services VOTE-SURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Billing Contact [1407149]:

Moniker, Privacy Services VOTE-SURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201

Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Technical Contact [1407149]:

Moniker, Privacy Services VOTE-SURVEYS.NET@domainservice.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.9549848445
Fax: +1.9549699155

Domain servers in listed order:

NS1.SURVEYS-VOTES.NET	204.13.173.83
NS2.SURVEYS-VOTES.NET	204.13.173.84

Record created on:	2008-06-02 15:36:03.0
Database last updated on:	2008-06-03 14:29:09.843
Domain Expires on:	2009-06-02 15:36:14.0

=====

Visit AboutUs.org for more information about mckennygroup.net

AboutUs: mckennygroup.net

Registration Service Provided By: NameCheap.com

Contact: support@NameCheap.com

Visit: http://www.namecheap.com/

Domain name: mckennygroup.net

Registrant Contact:

WhoisGuard

WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Administrative Contact:

WhoisGuard

WhoisGuard Protected (dfc30d3decad4ff189a45414f9b8315b.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Technical Contact:

WhoisGuard

WhoisGuard Protected (dfc30d3decad4ff189a45414f9b8315b.protect@whoisguard.com)

+1.6613102107

Fax: +1.6613102107

8939 S. Sepulveda Blvd. #110 - 732

Westchester, CA 90045

US

Status: Locked

Name Servers:

ns1.ashlandassociates.com

ns2.ashlandassociates.com

Creation date: 03 Mar 2008 21:10:13

Expiration date: 03 Mar 2009 21:10:13

=====

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1)

enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about legerhave.com
AboutUs: legerhave.com

Domain name: legerhave.com

Administrative Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (qwrtqxxgy@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O legerhave.com
Bellevue, WA 98007
US

Technical Contact:

Whois Privacy Protection Service, Inc.
Whois Agent (qwrtqxxgy@whoisprivacyprotect.com)
+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O legerhave.com
Bellevue, WA 98007
US

Registrant Contact:

Whois Privacy Protection Service, Inc.
Whois Agent

PMB 368, 14150 NE 20th St - F1
C/O legerhave.com
Bellevue, WA 98007
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 26 Sep 2007 19:42:25
Expiration date: 26 Sep 2008 19:42:25
=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information

available "as is," and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about crofferz.com
AboutUs: crofferz.com

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: crofferz.com

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (08ff36c411f0408a926cf9e870e1a622.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (08ff36c411f0408a926cf9e870e1a622.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

dns1.registrar-servers.com
dns2.registrar-servers.com
dns3.registrar-servers.com

Creation date: 28 Mar 2008 23:36:03
Expiration date: 28 Mar 2009 23:36:03

=====
The data in this whois database is provided to you for information
purposes only, that is, to assist you in obtaining information about or
related to a domain name registration record. We make this information
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whois query, you agree that you will use this data only for lawful

purposes and that, under no circumstances will you use this data to: (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone. The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us.

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Version 6.3 4/3/2002

=====
Visit AboutUs.org for more information about nillynaders.com
AboutUs: nillynaders.com

Registration Service Provided By: NameCheap.com
Contact: support@NameCheap.com
Visit: http://www.namecheap.com/

Domain name: nillynaders.com

Registrant Contact:

WhoisGuard
WhoisGuard Protected

8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Administrative Contact:

WhoisGuard
WhoisGuard Protected (c74034c184114e5dbe62c0507a0c9fdf.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Technical Contact:

WhoisGuard
WhoisGuard Protected (c74034c184114e5dbe62c0507a0c9fdf.protect@whoisguard.com)
+1.6613102107
Fax: +1.6613102107
8939 S. Sepulveda Blvd. #110 - 732
Westchester, CA 90045
US

Status: Locked

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 03 Mar 2008 16:34:29
Expiration date: 03 Mar 2009 16:34:29
=====
The data in this whois database is provided to you for information
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related to a domain name registration record. We make this information

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We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Version 6.3 4/3/2002

From: "TGL" <TGL775396@reply.comguarantee.com>
Subject: **Target Gift Card**
Date: August 1, 2008 6:06:33 AM PDT
To: xxxxxxxx@asis.com

[Congratulations. You have been chosen to receive a Target gift card with participation.](#)

congratulations! You have been chosen to receive a

FREE \$500 TARGET gift card

Participation required. See below for details.

For a limited time only!

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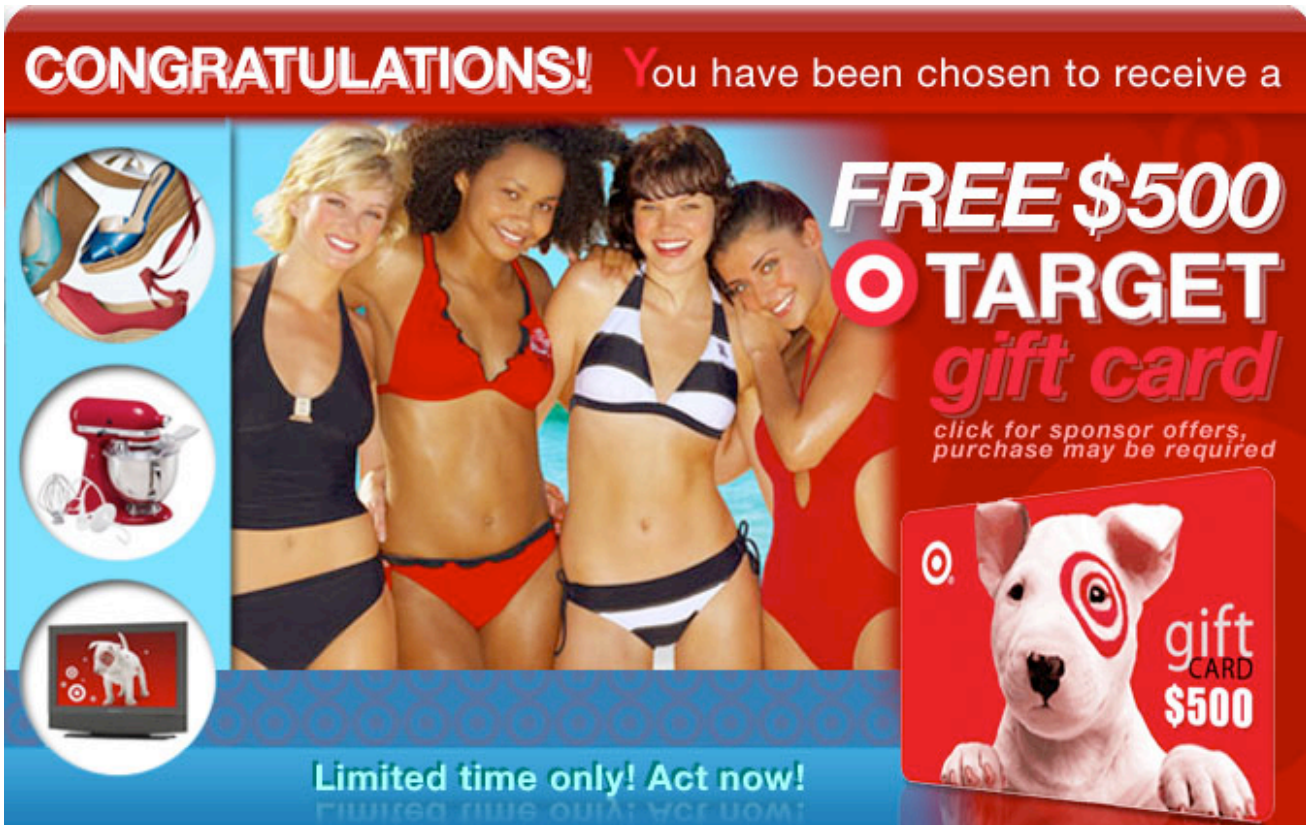
[Privacy Policy](#)
[Unsubscribe](#)

CONGRATULATIONS! You have been chosen to receive a

FREE \$500
TARGET
gift card

click for sponsor offers,
purchase may be required

Limited time only! Act now!



Please Enter a Valid Email Address Below to Start The Claim Process:



☒ I certify that I am a U.S. Resident over the age of 18, and I agree to the [Privacy Policy](#) and [Participation Terms](#).

This incentive promotion is made possible through generous sponsorship by:



TheGiftLot.com




This promotion is conducted exclusively by TheGiftLot.com and is subject to [participation terms and conditions](#). Receipt of your item requires compliance with offer terms, including: age and residency requirements, registration with valid e-mail address, shipping address and phone number, completion of user survey and completion of 6 sponsor offers--2 within each Best of the Net section. Purchase may be required. Upon completion of all requirements, we will ship your incentive gift to your verified shipping address. Fulfillment may be delayed based on availability. Trademarks, service marks, logos and/or domain names (including, with limitation, the individual names of products and companies) are the property of their respective owners, who have no association with and do not make any endorsement of the products or services provided by TheGiftLot.com.

CONGRATULATIONS! You have been chosen to receive a

FREE \$500
TARGET
gift card
click for sponsor offers,
purchase may be required

Limited time only! Act now!



Please Enter a Valid Email Address Below to Start The Claim Process:

GET MY FREE GIFT CARD!

☒ I certify that I am a U.S. Resident over the age of 18, and I agree to the [Privacy Policy](#) and [Participation Terms](#).

This incentive promotion is made possible through generous sponsorship by:



TheGiftLot.com



This promotion is conducted exclusively by TheGiftLot.com and is subject to [participation terms and conditions](#). Receipt of your item requires compliance with offer terms, including: age and residency requirements, registration with valid e-mail address, shipping address and phone number, completion of user survey and completion of 6 sponsor offers--2 within each Best of the Net section. Purchase may be required. Upon completion of all requirements, we will ship your incentive gift to your verified shipping address. Fulfillment may be delayed based on availability. Trademarks, service marks, logos and/or domain names (including, with limitation, the individual names of products and companies) are the property of their respective owners, who have no association with and do not make any endorsement of the products or services provided by TheGiftLot.com.

TheGiftLot.com

Final Steps!

Congratulations! You have completed the survey requirements and are almost done! To qualify for your Target Gift Card, simply complete two (2) of the offers listed below on this page. Its quick and easy!

How can we offer this Target Gift Card to you? - Our advertising sponsors cover the cost of the gift card along with the shipping and handling charges. Once you satisfy the participation requirements and we have received confirmation from our advertisers, we will ship your Target Gift Card to you. [Click here](#) for gift rules.

Some of our sponsor offers may require payment and for credit card offers, you will be required to activate your card by making a purchase, transferring a balance, or making a cash advance.

Target Gift Card -
Reserved for:



TOP OFFERS PAGE 1 of 3

Complete any two(2) Offers below to get your free gift.

Grant Money

What could you do with **FREE GRANT MONEY?** The US Government must give away over \$350 Billion this year to people just like you! Get your **FREE MONEY TODAY!**

Netflix

Try Netflix for **FREE**. With Netflix you can rent as many DVDs as you want for just \$...more

Eternal Minerals

Eternal Minerals nourishes your skin, activates your circulatory system and eliminates toxins. Yours to try for \$1.00!

Living Christian

Living Christian Software - **FREE Trial!** A unique way to enrich your daily devotional time with God. Software Combines Hundreds of Dollars ...more

Discover More Card - Clear

5% Cashback Bonus in categories like travel, home gas, restaurants, movies and more! 0% Intro APR. No Annual Fee. Online Account Access. Online Bill Payment. ...more

Green Tea Extreme

Try Green Tea Extreme for **\$1!** 100% Natural Green Tea. Lose up to 25 pounds in 25 Days.

Purity Mineral Makeup

The Purity Mineral Makeup Starter Kit! Nourish you skin with 100% natural mineral makeup. No oils, perfumes, talcs or dyes. Try it for \$1!

BLOCKBUSTER Total Access with Free Gift Card

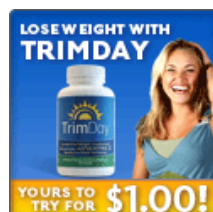
Unlimited Rentals Online! In-Store exchange opportunity. 50% off the first month! **FREE** shipping both ways. No due dates or late fees for online rentals. Over 80,000...more

Vioderm, the Botox Alternative

Clinically shown to reduce the appearance of fine lines and wrinkles by up to **45%!** See results in as little as 20 days. Is it better than Botox? You decide! Click here for your \$1 Trial! ...more

Seattle Five for Five

Take 5 for \$5 each! Get the World's Finest Coffee sent directly to your door! Act now and get 2 new Stainless Steel Coffee Tumblers, 1 set of new 14 oz. Coffee Mugs a...more

Trimday Weight Loss Supplement

Weight Loss Breakthrough! Hoodia - All Natural Appetite Suppressant. As seen on NBC's Today Show and 60 Minutes. 14-Day Trial only \$1 plus shipping and processing.

Columbia House

The **BEST** offer yet! Join and get 5 DVDs for \$.49 each with free shipping! Check out the great selection at Columbia House! ...more

Thank you for your interest in our program! You must complete two (2) offers on this page to fulfill the eligibility requirements for the Best of the Net 1 section as defined in the Gift Redemption Steps in our Help section. Full participation in the TheGiftLot program is required; please see our [Terms and Conditions](#) for all program details. Please do not contact our partners directly as they will not be able to assist you. You may be required to make a purchase.

TheGiftLot.com

Final Steps!

Congratulations! You have completed the survey requirements and are almost done! To qualify for your Target Gift Card, simply complete two (2) of the offers listed below on this page. Its quick and easy!

How can we offer this Target Gift Card to you? - Our advertising sponsors cover the cost of the gift card along with the shipping and handling charges. Once you satisfy the participation requirements and we have received confirmation from our advertisers, we will ship your Target Gift Card to you. [Click here](#) for gift rules.

Some of our sponsor offers may require payment and for credit card offers, you will be required to activate your card by making a purchase, transferring a balance, or making a cash advance.

Target Gift Card -
Reserved for:



TOP OFFERS PAGE 2 of 3

Complete any two(2) Offers below to get your free gift.

Netflix

Try Netflix for FREE. With Netflix you can rent as many DVDs as you want for just \$...more

Grant Money

What could you do with FREE GRANT MONEY? The US Government must give away over \$350 Billion this year to people just like you! Get your FREE MONEY TODAY!

Purity Mineral Makeup

The Purity Mineral Makeup Starter Kit! Nourish you skin with 100% natural mineral makeup. No oils, perfumes, talcs or dyes. Try it for \$1!

BLOCKBUSTER Total Access with Free Gift Card

Unlimited Rentals Online! In-Store exchange opportunity. 50% off the first month! FREE shipping both ways. No due dates or late fees for online rentals. Over 80,000...more

Green Tea Extreme

Try Green Tea Extreme for \$1! 100% Natural Green Tea. Lose up to 25 pounds in 25 Days.

Columbia House

The BEST offer yet! Join and get 5 DVDs for \$.49 each with free shipping! Check out the great selection at Columbia House! ...more

Eternal Minerals

Eternal Minerals nourishes your skin, activates your circulatory system and eliminates toxins. Yours to try for \$1.00!

Living Christian

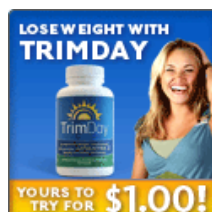
Living Christian Software - FREE Trial! A unique way to enrich your daily devotional time with God. Software Combines Hundreds of Dollars ...more

Internet Career Kit

Make \$\$\$\$\$ Every Month on eBay! Learn eBay secrets for HUGE profits. Access to over 10,000 products. Only pay for what you sell. Accep...more

Experian Credit Report

Get Your Free Experian Credit Report and Score! Free credit report and score with trial of Triple Advantage Credit Monitoring. Email alerts of key changes across all 3 cre...more

Trimday Weight Loss Supplement

Weight Loss Breakthrough! Hoodia - All Natural Appetite Suppressant. As seen on NBC's Today Show and 60 Minutes. 14-Day Trial only \$1 plus shipping and processing.

Overnight Genius

POPULAR training programs for the most popular software programs like Microsoft Windows, Word, Excel, PowerPoint, Access and many more. Learning is easy

and fast with our proven, interact...more

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TheGiftLot.com

Terms & Conditions

Terms and Conditions

EFFECTIVE DATE: FEBRUARY 08, 2007

MEMBERSHIP AGREEMENT

1. LEGAL AGREEMENT.

YOU ARE ENTERING INTO A LEGAL AGREEMENT AND AS SUCH YOU MUST READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, OR OUR PRIVACY POLICY THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS SITE FOR ANY PURPOSE AND DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OF OUR SITE OR PRODUCTS OFFERED.

2. MANDATORY ARBITRATION.

Privacy Policy

This policy describes the information collection, use, and dissemination practices of Vantage Interactive, LLC d/b/a greenfieldpromotions.net ("GreenFieldPromotions") and applies to GreenFieldPromotions's collection, use, storage and disclosure of information by GreenFieldPromotions on its (a) websites, including all its divisions, subsidiaries and related companies (collectively, the "Websites"), (b) on various Third Party websites, and (c) to GreenFieldPromotions's other information collection, including the purchase of customer lists from Third Parties. GreenFieldPromotions is not responsible for the information collection or privacy practices of Third Party websites or applications.

CALIFORNIA RESIDENTS PRIVACY RIGHTS

Companies that collect personally identifiable information ("PII") from California residents and disclose such information to Third Parties (including affiliated entities) for marketing purposes must, in response to a request by a consumer, either (1) provide a list detailing the categories of information shared and the entities to which such information was provided, or (2) provide a mechanism by which a consumer may opt-out of having their information shared with Third Parties. We have elected the second option and you may request that your PII not be shared with Third Parties by sending your request, including your full name, email address and postal address to: GreenFieldPromotions, 650 5th Street, Suite 311, San Francisco, CA 94107. In accordance with California Civil Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, Suite 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210;

Privacy Policy

This policy describes the information collection, use, and dissemination practices of Vantage Interactive, LLC d/b/a RealTimeGiveaways.com ("RealTimeGiveaways") and applies to RealTimeGiveaways's collection, use, storage and disclosure of information by RealTimeGiveaways on its (a) websites, including all its divisions, subsidiaries and related companies (collectively, the "Websites"), (b) on various Third Party websites, and (c) to RealTimeGiveaways's other information collection, including the purchase of customer lists from Third Parties. RealTimeGiveaways is not responsible for the information collection or privacy practices of Third Party websites or applications.

CALIFORNIA RESIDENTS PRIVACY RIGHTS

Companies that collect personally identifiable information ("PII") from California residents and disclose such information to Third Parties (including affiliated entities) for marketing purposes must, in response to a request by a consumer, either (1) provide a list detailing the categories of information shared and the entities to which such information was provided, or (2) provide a mechanism by which a consumer may opt-out of having their information shared with Third Parties. We have elected the second option and you may request that your PII not be shared with Third Parties by sending your request, including your full name, email address and postal address to: RealTimeGiveaways, 650 5th Street, Suite 311, San Francisco, CA 94107. In accordance with California Civil Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, Suite 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to

[RealTimeGiveaways.com](http://www.realtimegiveaways.com)

EFFECTIVE DATE: FEBRUARY 08, 2007

BY VISITING THIS WEBSITE AND REQUESTING INFORMATION, PRODUCTS OR SERVICES THERON, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OR PRODUCTS OFFERED OR PROVIDED ON ANY OF THE WEBSITES REFERRED TO IN THIS PRIVACY POLICY.

PLEASE NOTE: THIS PRIVACY POLICY CHANGES FROM TIME TO TIME AND CHANGES ARE EFFECTIVE UPON POSTING. PLEASE CHECK BACK FREQUENTLY FOR UPDATES AS IT IS YOUR SOLE RESPONSIBILITY TO BE AWARE OF CHANGES. WE DO NOT PROVIDE NOTICES OF CHANGES IN ANY MANNER OTHER THAN BY POSTING THE CHANGES AT THIS WEB SITE.

This policy describes the information collection, use, and dissemination practices of Vantage Interactive, LLC d/b/a RealTimeGiveaways.com ("RealTimeGiveaways") and applies to RealTimeGiveaways's collection, use, storage and disclosure of information by RealTimeGiveaways on its (a) websites, including all its divisions, subsidiaries and related companies (collectively, the "Websites"), (b) on various Third Party websites, and (c) to RealTimeGiveaways's other information collection, including the purchase of customer lists from Third Parties. RealTimeGiveaways is not responsible for the information collection or privacy practices of Third Party websites or applications.

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RealTimeGiveaways collects information from individuals by various methods, including, but not limited to, when an individual voluntarily completes a survey, order form, or a registration page either online or offline, or by means of online or offline surveys, order forms, or registration pages operated by Third Parties (collectively, a "Survey"). (As used herein, "online" means using the Internet, including the Websites, and related technologies, and "offline" means by methods other than online, including in person, in the postal mail, using telephones and cell phones, and other similar means.) In the Surveys, RealTimeGiveaways or a Third Party (a "Third Party") may ask an individual to provide various information to RealTimeGiveaways, which may include his or her name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, social security number, employment information, personal and online interests, and such other information as may be requested from time to time (together, "Survey Information"). RealTimeGiveaways may also collect information concerning an individual from another source and uses that information in combination with information provided from this web site. Completing the Surveys is completely voluntary, and individuals are under no obligation to provide Survey Information to

To the extent registration is required to receive email and possibly postal communications from RealTimeGiveaways, this Privacy Policy also applies to consumers that have agreed to receive e-mail marketing from RealTimeGiveaways, whether at our Website, via email, on Third Party websites or otherwise. We collect information in certain portions of our Website, where guests provide content submissions and suggestions or participate in interactive online activities (i.e., by way of responding to questions and surveys, community listings, ratings, searches and comparison searches, bidding, purchasing, chat, games, or bulletin boards, etc.). The personal profile information you submit to RealTimeGiveaways remains your property, but by submitting that information to RealTimeGiveaways, you grant RealTimeGiveaways, the right to use that information for marketing purposes. RealTimeGiveaways, may also use such information for content improvement and feedback purposes. We may sell the personal information that you supply to us and we may join together with other businesses to bring selected retail opportunities to our members. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation. In addition, RealTimeGiveaways reserves the right to release current or past member information in the event RealTimeGiveaways believes that the membership is being or has been used in violation of the Rules or to commit unlawful acts, if the information is subpoenaed, if RealTimeGiveaways is sold or acquired, or when RealTimeGiveaways deems it necessary or appropriate. By agreeing to these terms, you hereby consent to disclosure of any record or communication to any Third Party when RealTimeGiveaways in its sole discretion, determines the disclosure to be appropriate.

"Subscription" occurs when an end-user registers for RealTimeGiveaways's services, either via registration at our website, via co-registration at a marketing partner's website, or via a permission pass / opt-out / no-opt mailing RealTimeGiveaways collects personally identifiable information about our subscribers, based on: information gathered at the time of registration, subscriber interaction and response to subsequent electronic mailings and website use, information provided by marketing partners, and information appended from data aggregators. Information collected may include, but is not necessarily limited to: name, email address, postal address, gender, birth date, telephone number, activity, interests, user behavior and other demographic information. This information enables us to better tailor our content to subscribers' needs and to help our clients to promote and sell their products and services.

RealTimeGiveaways collects information from individuals when an individual provides information to a Third Party and RealTimeGiveaways subsequently purchases, licenses, or otherwise acquires the information from the Third Party (the "Seller"). Such purchased information may include, but is not limited to, an individual's name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, industry of employment, personal and online interests, and such other information as the individual may have provided to the Seller (together, "Third Party List Information"). When acquiring Third Party List Information, RealTimeGiveaways seeks assurances from the Seller that the Seller has a right to transfer the Third Party List Information to RealTimeGiveaways and that the Seller has a right to provide offers from Advertisers to the individuals whose personal information is included on the Seller's list.

Other occasions when RealTimeGiveaways obtains information from individuals include (1) when an individual is making a claim for a prize or seeking to redeem an incentive offered by RealTimeGiveaways or by a Third Party, (2) when an individual requests assistance through RealTimeGiveaways's customer service department, and (3) when an individual voluntarily subscribes to a service or newsletter (together, "Other Information").

RealTimeGiveaways currently uses cookie and web beacon technology to associate certain Internet-related information about an individual with information about the individual in our database. Additionally, RealTimeGiveaways may use other new and evolving sources of information in the future (together, "Technology Information").

A cookie is a small amount of data stored on the hard drive of the individual's computer that allows RealTimeGiveaways to identify the individual with his or her corresponding data that resides in RealTimeGiveaways's database. You may read more about cookies at <http://cookiecentral.com>. Individuals who use the Websites need to accept cookies in order to use all of the features and functionality of the Websites.

A web beacon is programming code that can be used to display an image on a web page (by using an programming function -- see <http://truste.org> for more information), but can also be used to transfer an individual's unique user identification (often in the form of a cookie) to a database and associate the individual with previously acquired information about an individual in a database. This allows RealTimeGiveaways to track certain websites an individual visits online. Web beacons are used to determine products or services an individual may be interested in, and to track online behavioral habits for marketing purposes. For example, RealTimeGiveaways might place, with the consent of a Third Party website, a web beacon on the Third Party's website where cosmetics are sold. When Jane, an individual listed in RealTimeGiveaways's database, visits the cosmetic website, RealTimeGiveaways receives notice by means of the web beacon that Jane visited the cosmetics site, and RealTimeGiveaways would then update Jane's profile with the information that Jane is interested in cosmetics. RealTimeGiveaways may thereafter present offers of cosmetic related products and services to Jane. In addition to using web beacons on web pages, RealTimeGiveaways also uses web beacons in email messages sent to individuals listed in RealTimeGiveaways's database.

The use of technology on the Internet, including cookies and web beacons, is rapidly evolving, as is RealTimeGiveaways's use of new and evolving technology. As a result, RealTimeGiveaways strongly encourages individuals to revisit this policy for any updates regarding its use of technology.

RealTimeGiveaways tracks information related to the electronic mailings and web pages viewed by users and subscribers, as well as the hyperlinks clicked by subscribers, while viewing our emails or visiting our websites.

Log files are used to track and monitor subscriber usage.

RealTimeGiveaways may offer free voluntary registration to potential subscribers. During such registration, the subscriber is required to supply an email address and other personal information. This information is required if the subscriber wants to participate in Company services.

You have the ability to contact RealTimeGiveaways to provide us with their feedback. RealTimeGiveaways uses this information to respond to you and analyze customer service issues.

RealTimeGiveaways may receive information about individuals from Third Parties or from other sources of information outside of RealTimeGiveaways including information located in public databases ("Outside Information").

As used herein, Individual Information means Survey Information, Third Party List Information, Other Information, Technology Information, and Outside Information, and any other information RealTimeGiveaways gathers or receives about individuals.

RealTimeGiveaways will never knowingly collect any personal information about children under the age of 13. If RealTimeGiveaways obtains actual knowledge that it has collected personal information about a child under the age of 13, that information will be immediately deleted from our database. Because it does not collect such information, RealTimeGiveaways has no such information to use or to disclose to Third Parties. RealTimeGiveaways has designed this policy in order to comply with the Children's Online Privacy Protection Act ("COPPA").

RealTimeGiveaways may in certain cases collect credit card numbers and related information, such as the expiration date of the card ("Credit Card Information") when an individual places an order from RealTimeGiveaways. When the Credit Card Information is submitted to RealTimeGiveaways, such information is encrypted and is protected with SSL encryption software. RealTimeGiveaways will use the Credit Card Information for purposes of processing and completing the purchase transaction, and the Credit Card Information will be disclosed to Third Parties only as necessary to complete the purchase transaction.

RealTimeGiveaways's emails and websites contain links to external websites. You will be taken to external websites if you click on these links. Your information may be passed from RealTimeGiveaways's database to the external website, and/or external database, for your convenience (e.g. your information may be used to pre-fill a form at a destination website). RealTimeGiveaways is not responsible for the privacy practices or content of any external website owner. We encourage you to review the privacy policy of any website they visit.

THE COMPANY MAY USE INDIVIDUAL INFORMATION FOR ANY LEGALLY PERMISSIBLE PURPOSE IN COMPANY'S SOLE DISCRETION. The following paragraphs in Section 2 describe how RealTimeGiveaways currently uses Individual Information, but RealTimeGiveaways may change or broaden its use at any time. As noted below, RealTimeGiveaways may update this policy from time to time. RealTimeGiveaways may use Individual Information to provide promotional offers to individuals by means of email advertising, telephone marketing, direct mail marketing, online banner advertising, and package stuffers, among other possible uses.

RealTimeGiveaways uses Individual Information to provide promotional offers by email to individuals. RealTimeGiveaways may maintain separate email lists for different purposes. If email recipients wish to end their email subscription from a particular list, they need to follow the instructions at the end of each email message to unsubscribe from the particular list.

RealTimeGiveaways's unsubscribe process impacts only the future delivery of electronic mailings disseminated by RealTimeGiveaways on its own behalf. You may still receive electronic mailings sent on behalf of Third Parties and your personal information may still be

shared with Third Parties for use in offline processing, and may appear in marketing email appeals.

You should also note that unsubscribing from RealTimeGiveaways's electronic mailings will not automatically unsubscribe the subscriber's information from any Third Party associates and licensees of the data. Since Third Party associates and licensee partners maintain separate databases from RealTimeGiveaways, and you will need to unsubscribe from each source individually, if desired. This allows you the freedom to pick and choose which subscriptions to maintain and which to discontinue.

In certain commercial email messages sent by RealTimeGiveaways, an Advertiser's name will appear in the "From:" line but hitting the "Reply" button will cause a reply email to be sent to RealTimeGiveaways. The "Subject:" line of RealTimeGiveaways email messages will usually contain a line provided from the Advertiser to RealTimeGiveaways.

RealTimeGiveaways only sends email to individuals who, by registration as a member to one of it's websites, have agreed to receive email and email solicitations from RealTimeGiveaways, one of RealTimeGiveaways's websites or who have agreed on Third Party websites to receive email from RealTimeGiveaways, it's agents, affiliates, subsidiaries or from third parties. As such, RealTimeGiveaways does not send unsolicited email messages and certain statutes requiring certain formatting for unsolicited email are not applicable to RealTimeGiveaways' email messages.

RealTimeGiveaways uses Individual Information to target advertising to an individual. When an individual is using the Internet, RealTimeGiveaways uses Technology Information (see also Section 2.7 below) to associate an individual with that person's Individual Information, and RealTimeGiveaways attempts to show advertising for products and services in which the person has expressed an interest in the Surveys, indicated an interest by means of Technology Information, and otherwise. RealTimeGiveaways may, at its discretion, target advertising by using email, direct mail, telephones, cell phones, and other means of communication to provide promotional offers.

RealTimeGiveaways uses Individual Information to advertise, directly or indirectly, to individuals using direct mail marketing or telemarketing using telephones and cell phones.

RealTimeGiveaways uses Technology Information (1) to match a person's Survey Information and Third Party List Information to other categories of Individual Information to make and improve profiles of individuals, (2) to track a person's online browsing habits on the Internet, (3) to determine which areas of RealTimeGiveaways's websites are most frequently visited. This information helps RealTimeGiveaways to better understand the online habits of individuals so that RealTimeGiveaways can target advertising and promotions to them.

RealTimeGiveaways uses Individual Information to make a profile of an individual. A profile can be created by combining Survey Information and Third Party List Information with other sources of Individual Information such as information obtained from public databases.

RealTimeGiveaways stores the Individual Information in a database on leased computers. Our computers have security measures (such as a firewall) in place to protect against the loss, misuse, and alteration of the information under RealTimeGiveaways's control. Not

withstanding such measures, RealTimeGiveaways cannot guarantee that its Security Document will prevent leased computers from being illegally accessed, and the Individual Information on them stolen or altered.

RealTimeGiveaways MAY SELL OR TRANSFER INDIVIDUAL INFORMATION TO THIRD PARTIES FOR ANY PURPOSE IN RealTimeGiveaways'S SOLE DISCRETION.

RealTimeGiveaways will transfer Individual Information to Third Parties when necessary to provide a product or service that a person orders from such Third Party while using RealTimeGiveaways websites or when responding to offers provided by RealTimeGiveaways.

RealTimeGiveaways may disclose Individual Information to respond to subpoenas, court orders, and other legal processes.

RealTimeGiveaways may sell or transfer non-individualized information, such as summary or aggregated anonymous information about all persons or sub-groups of persons.

Individuals have access to their Individual Information collected to provide an opportunity for an individual to correct, amend, or delete such information. Access can be obtained by contacting info@RealTimeGiveaways.com. RealTimeGiveaways may also grant advertising clients and email services providers' access to an individual's email address to verify the origin of the Individual Information collected.

Advertising agencies, advertising networks, and other companies (together, "Advertisers") who place advertisements on the Websites and on the Internet generally may use their own cookies, web beacons, and other technology to collect information about individuals. RealTimeGiveaways does not control Advertisers' use of such technology and RealTimeGiveaways has no responsibility for the use of such technology to gather information about individuals.

The Websites and email messages sometimes contain hypertext links to the websites of Third Parties. RealTimeGiveaways is not responsible for the privacy practices or the content of such other websites. Linked websites may contain links to websites maintained by Third Parties. Such links are provided for your convenience and reference only. RealTimeGiveaways does not operate or control in any respect any information, software, products or services available on such Third Party websites. The inclusion of a link to a web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

RealTimeGiveaways may disclose, transfer, and sell Individual Information to entities affiliated with RealTimeGiveaways in RealTimeGiveaways's discretion.

To unsubscribe from a particular list follow the instructions in each promotional email message sent by RealTimeGiveaways.

For more information about protecting your privacy, you may wish to visit: www.ftc.gov.

If you have questions about this policy, please contact us at info@RealTimeGiveaways.com.



RealTimeGiveaways.com

Privacy Policy

EFFECTIVE DATE: FEBRUARY 08, 2007

BY VISITING THIS WEBSITE AND REQUESTING INFORMATION, PRODUCTS OR SERVICES THERON, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OR PRODUCTS OFFERED OR PROVIDED ON ANY OF THE WEBSITES REFERRED TO IN THIS PRIVACY POLICY.

PLEASE NOTE: THIS PRIVACY POLICY CHANGES FROM TIME TO TIME AND CHANGES ARE EFFECTIVE UPON POSTING. PLEASE CHECK BACK FREQUENTLY FOR UPDATES AS IT IS YOUR SOLE RESPONSIBILITY TO BE AWARE OF CHANGES. WE DO NOT PROVIDE NOTICES OF CHANGES IN ANY MANNER OTHER THAN BY POSTING THE CHANGES AT THIS WEB SITE.

This policy describes the information collection, use, and dissemination practices of Vantage Interactive, LLC, d/b/a TheGiftLot.com ("TheGiftLot") and applies to TheGiftLot's collection, use, storage and disclosure of information by TheGiftLot on its (a) websites, including all its divisions, subsidiaries and related companies (collectively, the "Websites"), (b) on various Third Party websites, and (c) to TheGiftLot's other information collection, including the purchase of customer lists from Third Parties. TheGiftLot is not responsible for the information collection or privacy practices of Third Party websites or applications.

CALIFORNIA RESIDENTS PRIVACY RIGHTS

Companies that collect personally identifiable information ("PII") from California residents and disclose such information to Third Parties (including affiliated entities) for marketing purposes must, in response to a request by a consumer, either (1) provide a list detailing the categories of information shared and the entities to which such information was provided, or (2) provide a mechanism by which a consumer may opt-out of having their information shared with Third Parties. We have elected the second option and you may request that your PII not be shared with Third Parties by sending your request, including your full name, email address and postal address to: TheGiftLot, 771 S. Carson Street, Suite 4, Carson City, Nevada 89701. In accordance with California Civil Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, Suite 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov.

THE INFORMATION COLLECTION, USE AND DISSEMINATION PRACTICES OF TheGiftLot.

1. COLLECTION OF INFORMATION.

1.1 Survey Information.

TheGiftLot collects information from individuals by various methods, including, but not limited to, when an individual voluntarily completes a survey, order form, or a registration page either online or offline, or by means of online or offline surveys, order forms, or registration pages operated by Third Parties (collectively, a "Survey"). (As used herein, "online" means using the Internet, including the Websites, and related technologies, and "offline" means by methods other than online, including in person, in the postal mail, using telephones and cell phones, and other similar means.) In the Surveys, TheGiftLot or a Third Party (a "Third Party") may ask an individual to provide various information to TheGiftLot, which may include his or her name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, social security number, employment information, personal and online interests, and such other information as may be requested from time to time (together, "Survey Information"). TheGiftLot may also collect information concerning an individual from another source and uses that information in combination with information provided from this web site. Completing the Surveys is completely voluntary, and individuals are under no obligation to provide Survey Information to TheGiftLot or Third Party, but an individual

may receive incentives from TheGiftLot or a Third Party in exchange for providing Survey Information to TheGiftLot.

1.2 Site Membership or Registration.

To the extent registration is required to receive email and possibly postal communications from TheGiftLot, this Privacy Policy also applies to consumers that have agreed to receive e-mail marketing from TheGiftLot, whether at our Website, via email, on Third Party websites or otherwise. We collect information in certain portions of our Website, where guests provide content submissions and suggestions or participate in interactive online activities (i.e., by way of responding to questions and surveys, community listings, ratings, searches and comparison searches, bidding, purchasing, chat, games, or bulletin boards, etc.). The personal profile information you submit to TheGiftLot remains your property, but by submitting that information to TheGiftLot, you grant TheGiftLot, the right to use that information for marketing purposes. TheGiftLot, may also use such information for content improvement and feedback purposes. We may sell the personal information that you supply to us and we may join together with other businesses to bring selected retail opportunities to our members. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation. In addition, TheGiftLot reserves the right to release current or past member information in the event TheGiftLot believes that the membership is being or has been used in violation of the Rules or to commit unlawful acts, if the information is subpoenaed, if TheGiftLot is sold or acquired, or when TheGiftLot deems it necessary or appropriate. By agreeing to these terms, you hereby consent to disclosure of any record or communication to any Third Party when TheGiftLot in its sole discretion, determines the disclosure to be appropriate.

"Subscription" occurs when an end-user registers for TheGiftLot's services, either via registration at our website, via co-registration at a marketing partner's website, or via a permission pass / opt-out / no-opt mailing. TheGiftLot collects personally identifiable information about our subscribers, based on: information gathered at the time of registration, subscriber interaction and response to subsequent electronic mailings and website use, information provided by marketing partners, and information appended from data aggregators. Information collected may include, but is not necessarily limited to: name, email address, postal address, gender, birth date, telephone number, activity, interests, user behavior and other demographic information. This information enables us to better tailor our content to subscribers' needs and to help our clients to promote and sell their products and services.

1.3 Third Party List Information.

TheGiftLot collects information from individuals when an individual provides information to a Third Party and TheGiftLot subsequently purchases, licenses, or otherwise acquires the information from the Third Party (the "Seller"). Such purchased information may include, but is not limited to, an individual's name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, industry of employment, personal and online interests, and such other information as the individual may have provided to the Seller (together, "Third Party List Information"). When acquiring Third Party List Information, TheGiftLot seeks assurances from the Seller that the Seller has a right to transfer the Third Party List Information to TheGiftLot and that the Seller has a right to provide offers from Advertisers to the individuals whose personal information is included on the Seller's list.

1.4 Other Information.

Other occasions when TheGiftLot obtains information from individuals include (1) when an individual is making a claim for a prize or seeking to redeem an incentive offered by TheGiftLot or by a Third Party, (2) when an individual requests assistance through TheGiftLot's customer service department, and (3) when an individual voluntarily subscribes to a service or newsletter (together, "Other Information").

1.5 Cookies, Web Beacons, and Other Info Collected Using Technology.


TheGiftLot currently uses cookie and web beacon technology to associate certain Internet-related information about an individual with information about the individual in our database. Additionally, TheGiftLot may use other new and evolving sources of information in the future (together, "Technology Information").

(a) Cookies.

A cookie is a small amount of data stored on the hard drive of the individual's computer that allows TheGiftLot to

identify the individual with his or her corresponding data that resides in TheGiftLot's database. You may read more about cookies at <http://cookiecentral.com>. Individuals who use the Websites need to accept cookies in order to use all of the features and functionality of the Websites.

(b) Web Beacons.

A web beacon is programming code that can be used to display an image on a web page (by using an  programming function -- see <http://truste.org> for more information), but can also be used to transfer an individual's unique user identification (often in the form of a cookie) to a database and associate the individual with previously acquired information about an individual in a database. This allows TheGiftLot to track certain websites an individual visits online. Web beacons are used to determine products or services an individual may be interested in, and to track online behavioral habits for marketing purposes. For example, TheGiftLot might place, with the consent of a Third Party website, a web beacon on the Third Party's website where cosmetics are sold. When Jane, an individual listed in TheGiftLot's database, visits the cosmetic website, TheGiftLot receives notice by means of the web beacon that Jane visited the cosmetics site, and TheGiftLot would then update Jane's profile with the information that Jane is interested in cosmetics. TheGiftLot may thereafter present offers of cosmetic related products and services to Jane. In addition to using web beacons on web pages, TheGiftLot also uses web beacons in email messages sent to individuals listed in TheGiftLot's database.

(c) New Technology.

The use of technology on the Internet, including cookies and web beacons, is rapidly evolving, as is TheGiftLot's use of new and evolving technology. As a result, TheGiftLot strongly encourages individuals to revisit this policy for any updates regarding its use of technology.

(d) Usage Tracking.

TheGiftLot tracks information related to the electronic mailings and web pages viewed by users and subscribers, as well as the hyperlinks clicked by subscribers, while viewing our emails or visiting our websites.

(e) Log Files.

Log files are used to track and monitor subscriber usage.

(f) Optional Registration.

TheGiftLot may offer free voluntary registration to potential subscribers. During such registration, the subscriber is required to supply an email address and other personal information. This information is required if the subscriber wants to participate in Company services.

(g) Feedback and Inquiries.

You have the ability to contact TheGiftLot to provide us with their feedback. TheGiftLot uses this information to respond to you and analyze customer service issues.

1.6 Outside Information.

TheGiftLot may receive information about individuals from Third Parties or from other sources of information outside of TheGiftLot including information located in public databases ("Outside Information").

1.7 Individual Information.

As used herein, Individual Information means Survey Information, Third Party List Information, Other Information, Technology Information, and Outside Information, and any other information TheGiftLot gathers or receives about individuals.

1.8 No Information Collected from Children.

TheGiftLot will never knowingly collect any personal information about children under the age of 13. If TheGiftLot obtains actual knowledge that it has collected personal information about a child under the age of 13, that

information will be immediately deleted from our database. Because it does not collect such information, TheGiftLot has no such information to use or to disclose to Third Parties. TheGiftLot has designed this policy in order to comply with the Children's Online Privacy Protection Act ("COPPA").

1.9 Credit Card Information.

TheGiftLot may in certain cases collect credit card numbers and related information, such as the expiration date of the card ("Credit Card Information") when an individual places an order from TheGiftLot. When the Credit Card Information is submitted to TheGiftLot, such information is encrypted and is protected with SSL encryption software. TheGiftLot will use the Credit Card Information for purposes of processing and completing the purchase transaction, and the Credit Card Information will be disclosed to Third Parties only as necessary to complete the purchase transaction.

1.10 Links to External Websites.

TheGiftLot's emails and websites contain links to external websites. You will be taken to external websites if you click on these links. Your information may be passed from TheGiftLot's database to the external website, and/or external database, for your convenience (e.g. your information may be used to pre-fill a form at a destination website). TheGiftLot is not responsible for the privacy practices or content of any external website owner. We encourage you to review the privacy policy of any website they visit.

2. USE OF INDIVIDUAL INFORMATION.

2.1 Discretion to Use Information.

THE COMPANY MAY USE INDIVIDUAL INFORMATION FOR ANY LEGALLY PERMISSIBLE PURPOSE IN COMPANY'S SOLE DISCRETION. The following paragraphs in Section 2 describe how TheGiftLot currently uses Individual Information, but TheGiftLot may change or broaden its use at any time. As noted below, TheGiftLot may update this policy from time to time. TheGiftLot may use Individual Information to provide promotional offers to individuals by means of email advertising, telephone marketing, direct mail marketing, online banner advertising, and package stuffers, among other possible uses.

2.2 Email and Unsubscribe Policy.

TheGiftLot uses Individual Information to provide promotional offers by email to individuals. TheGiftLot may maintain separate email lists for different purposes. If email recipients wish to end their email subscription from a particular list, they need to follow the instructions at the end of each email message to unsubscribe from the particular list.

TheGiftLot's unsubscribe process impacts only the future delivery of electronic mailings disseminated by TheGiftLot on its own behalf. You may still receive electronic mailings sent on behalf of Third Parties and your personal information may still be shared with Third Parties for use in offline marketing and data appends, including email appends.

You should also note that unsubscribing from TheGiftLot's electronic mailings will not automatically unsubscribe the subscriber's information from any Third Party associates and licensees of the data. Since Third Party associates and licensee partners maintain separate databases from TheGiftLot, and you will need to unsubscribe from each source individually, if desired. This allows you the freedom to pick and choose which subscriptions to maintain and which to discontinue.

2.3 Content of Email Messages.

In certain commercial email messages sent by TheGiftLot, an Advertiser's name will appear in the "From:" line but hitting the "Reply" button will cause a reply email to be sent to TheGiftLot. The "Subject:" line of TheGiftLot email messages will usually contain a line provided from the Advertiser to TheGiftLot.

2.4 Solicited Email.

TheGiftLot only sends email to individuals who, by registration as a member to one of its websites, have agreed to receive email and email solicitations from TheGiftLot, one of TheGiftLot's websites or who have agreed on Third Party websites to receive email from TheGiftLot, its agents, affiliates, subsidiaries or from third parties. As such, TheGiftLot does not send unsolicited email messages and certain statutes requiring certain formatting for unsolicited email are not applicable to TheGiftLot's email messages.

2.5 Targeted Advertising.

TheGiftLot uses Individual Information to target advertising to an individual. When an individual is using the Internet, TheGiftLot uses Technology Information (see also Section 2.7 below) to associate an individual with that person's Individual Information, and TheGiftLot attempts to show advertising for products and services in which the person has expressed an interest in the Surveys, indicated an interest by means of Technology Information, and otherwise. TheGiftLot may, at its discretion, target advertising by using email, direct mail, telephones, cell phones, and other means of communication to provide promotional offers.

2.6 Direct Mail and Telemarketing.

TheGiftLot uses Individual Information to advertise, directly or indirectly, to individuals using direct mail marketing or telemarketing using telephones and cell phones.

2.7 Use of Technology Information.

TheGiftLot uses Technology Information (1) to match a person's Survey Information and Third Party List Information to other categories of Individual Information to make and improve profiles of individuals, (2) to track a person's online browsing habits on the Internet, (3) to determine which areas of TheGiftLot's websites are most frequently visited. This information helps TheGiftLot to better understand the online habits of individuals so that TheGiftLot can target advertising and promotions to them.

2.8 Profiles of Individuals.

TheGiftLot uses Individual Information to make a profile of an individual. A profile can be created by combining Survey Information and Third Party List Information with other sources of Individual Information such as information obtained from public databases.

2.9 Storage of Individual Information.

TheGiftLot stores the Individual Information in a database on leased computers. Our computers have security measures (such as a firewall) in place to protect against the loss, misuse, and alteration of the information under TheGiftLot's control. Notwithstanding such measures, TheGiftLot cannot guarantee that its security measures will prevent leased computers from being illegally accessed, and the Individual Information on them stolen or altered.

3. DISSEMINATION OF INDIVIDUAL INFORMATION.

3.1 Sale or Transfer to Third Parties.

TheGiftLot MAY SELL OR TRANSFER INDIVIDUAL INFORMATION TO THIRD PARTIES FOR ANY PURPOSE IN THE GIFTLOT'S SOLE DISCRETION.

3.2 Order Fulfillment.

TheGiftLot will transfer Individual Information to Third Parties when necessary to provide a product or service that a person orders from such Third Party while using TheGiftLot websites or when responding to offers provided by TheGiftLot.

3.3 Legal Process.

TheGiftLot may disclose Individual Information to respond to subpoenas, court orders, and other legal processes.

3.4 Summary Data.

TheGiftLot may sell or transfer non-individualized information, such as summary or aggregated anonymous information about all persons or sub-groups of persons.

3.5 Access.

Individuals have access to their Individual Information collected to provide an opportunity for an individual to correct, amend, or delete such information. Access can be obtained by contacting info@TheGiftLot.com. TheGiftLot may also grant advertising clients and email services providers' access to an individual's email address to verify the origin of the Individual Information collected.

4. PRIVACY PRACTICES OF THIRD PARTIES.

4.1 Advertiser cookies and web beacons.

Advertising agencies, advertising networks, and other companies (together, "Advertisers") who place advertisements on the Websites and on the Internet generally may use their own cookies, web beacons, and other technology to collect information about individuals. TheGiftLot does not control Advertisers' use of such technology and TheGiftLot has no responsibility for the use of such technology to gather information about individuals.

4.2 Links.

The Websites and email messages sometimes contain hypertext links to the websites of Third Parties. TheGiftLot is not responsible for the privacy practices or the content of such other websites. Linked websites may contain links to websites maintained by Third Parties. Such links are provided for your convenience and reference only. TheGiftLot does not operate or control in any respect any information, software, products or services available on such Third Party websites. The inclusion of a link to a web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

4.3 Affiliated Companies.

TheGiftLot may disclose, transfer, and sell Individual Information to entities affiliated with TheGiftLot in TheGiftLot's discretion.

5. UNSUBSCRIBE PROCEDURES.

To unsubscribe from a particular list follow the instructions in each promotional email message sent by TheGiftLot.

For more information about protecting your privacy, you may wish to visit: www.ftc.gov.

If you have questions about this policy, please contact us at info@TheGiftLot.com.

[about us](#) | [privacy policy](#) | [terms & conditions](#) | [FAQ](#) | [unsubscribe](#) | [contact us](#)

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TheGiftLot.com

Privacy Policy

EFFECTIVE DATE: FEBRUARY 08, 2007

BY VISITING THIS WEBSITE AND REQUESTING INFORMATION, PRODUCTS OR SERVICES THERON, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT PROVIDE ANY INFORMATION OR USE ANY OF THE SERVICES OR PRODUCTS OFFERED OR PROVIDED ON ANY OF THE WEBSITES REFERRED TO IN THIS PRIVACY POLICY.

PLEASE NOTE: THIS PRIVACY POLICY CHANGES FROM TIME TO TIME AND CHANGES ARE EFFECTIVE UPON POSTING. PLEASE CHECK BACK FREQUENTLY FOR UPDATES AS IT IS YOUR SOLE RESPONSIBILITY TO BE AWARE OF CHANGES. WE DO NOT PROVIDE NOTICES OF CHANGES IN ANY MANNER OTHER THAN BY POSTING THE CHANGES AT THIS WEB SITE.

This policy describes the information collection, use, and dissemination practices of Vantage Interactive, LLC, LLC d/b/a RewardHouse.com ("RewardHouse") and applies to RewardHouse's collection, use, storage and disclosure of information by RewardHouse on its (a) websites, including all its divisions, subsidiaries and related companies (collectively, the "Websites"), (b) on various Third Party websites, and (c) to RewardHouse's other information collection, including the purchase of customer lists from Third Parties. RewardHouse is not responsible for the information collection or privacy practices of Third Party websites or applications.

CALIFORNIA RESIDENTS PRIVACY RIGHTS

Companies that collect personally identifiable information ("PII") from California residents and disclose such information to Third Parties (including affiliated entities) for marketing purposes must, in response to a request by a consumer, either (1) provide a list detailing the categories of information shared and the entities to which such information was provided, or (2) provide a mechanism by which a consumer may opt-out of having their information shared with Third Parties. We have elected the second option and you may request that your PII not be shared with Third Parties by sending your request, including your full name, email address and postal address to: RewardHouse, 771 S. Carson Street, Suite 4, Carson City, Nevada 89701. In accordance with California Civil Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, Suite 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov.

THE INFORMATION COLLECTION, USE AND DISSEMINATION PRACTICES OF RewardHouse.

1. COLLECTION OF INFORMATION.

1.1 Survey Information.

RewardHouse collects information from individuals by various methods, including, but not limited to, when an individual voluntarily completes a survey, order form, or a registration page either online or offline, or by means of online or offline surveys, order forms, or registration pages operated by Third Parties (collectively, a "Survey"). (As used herein, "online" means using the Internet, including the Websites, and related technologies, and "offline" means by methods other than online, including in person, in the postal mail, using telephones and cell phones, and other similar means.) In the Surveys, RewardHouse or a Third Party (a "Third Party") may ask an individual to provide various information to RewardHouse, which may include his or her name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, social security number, employment information, personal and online interests, and such other information as may be requested from time to time (together, "Survey Information"). RewardHouse may also collect information concerning an individual from another source and uses that information in combination with information provided from this web site. Completing the Surveys is completely voluntary, and individuals are under no obligation to provide Survey Information to RewardHouse or

Third Party, but an individual may receive incentives from RewardHouse or a Third Party in exchange for providing Survey Information to RewardHouse.

1.2 Site Membership or Registration.

To the extent registration is required to receive email and possibly postal communications from RewardHouse, this Privacy Policy also applies to consumers that have agreed to receive e-mail marketing from RewardHouse, whether at our Website, via email, on Third Party websites or otherwise. We collect information in certain portions of our Website, where guests provide content submissions and suggestions or participate in interactive online activities (i.e., by way of responding to questions and surveys, community listings, ratings, searches and comparison searches, bidding, purchasing, chat, games, or bulletin boards, etc.). The personal profile information you submit to RewardHouse remains your property, but by submitting that information to RewardHouse, you grant RewardHouse, the right to use that information for marketing purposes. RewardHouse, may also use such information for content improvement and feedback purposes. We may sell the personal information that you supply to us and we may join together with other businesses to bring selected retail opportunities to our members. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation. In addition, RewardHouse reserves the right to release current or past member information in the event RewardHouse believes that the membership is being or has been used in violation of the Rules or to commit unlawful acts, if the information is subpoenaed, if RewardHouse is sold or acquired, or when RewardHouse deems it necessary or appropriate. By agreeing to these terms, you hereby consent to disclosure of any record or communication to any Third Party when RewardHouse in its sole discretion, determines the disclosure to be appropriate.

"Subscription" occurs when an end-user registers for RewardHouse's services, either via registration at our website, via co-registration at a marketing partner's website, or via a permission pass / opt-out / no-opt mailing. RewardHouse collects personally identifiable information about our subscribers, based on: information gathered at the time of registration, subscriber interaction and response to subsequent electronic mailings and website use, information provided by marketing partners, and information appended from data aggregators. Information collected may include, but is not necessarily limited to: name, email address, postal address, gender, birth date, telephone number, activity, interests, user behavior and other demographic information. This information enables us to better tailor our content to subscribers' needs and to help our clients to promote and sell their products and services.

1.3 Third Party List Information.

RewardHouse collects information from individuals when an individual provides information to a Third Party and RewardHouse subsequently purchases, licenses, or otherwise acquires the information from the Third Party (the "Seller"). Such purchased information may include, but is not limited to, an individual's name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, industry of employment, personal and online interests, and such other information as the individual may have provided to the Seller (together, "Third Party List Information"). When acquiring Third Party List Information, RewardHouse seeks assurances from the Seller that the Seller has a right to transfer the Third Party List Information to RewardHouse and that the Seller has a right to provide offers from Advertisers to the individuals whose personal information is included on the Seller's list.

1.4 Other Information.

Other occasions when RewardHouse obtains information from individuals include (1) when an individual is making a claim for a prize or seeking to redeem an incentive offered by RewardHouse or by a Third Party, (2) when an individual requests assistance through RewardHouse's customer service department, and (3) when an individual voluntarily subscribes to a service or newsletter (together, "Other Information").

1.5 Cookies, Web Beacons, and Other Info Collected Using Technology.


RewardHouse currently uses cookie and web beacon technology to associate certain Internet-related information about an individual with information about the individual in our database. Additionally, RewardHouse may use other new and evolving sources of information in the future (together, "Technology Information").

(a) Cookies.

A cookie is a small amount of data stored on the hard drive of the individual's computer that allows RewardHouse

to identify the individual with his or her corresponding data that resides in RewardHouse's database. You may read more about cookies at <http://cookiecentral.com>. Individuals who use the Websites need to accept cookies in order to use all of the features and functionality of the Websites.

(b) Web Beacons.

A web beacon is programming code that can be used to display an image on a web page (by using an  programming function -- see <http://truste.org> for more information), but can also be used to transfer an individual's unique user identification (often in the form of a cookie) to a database and associate the individual with previously acquired information about an individual in a database. This allows RewardHouse to track certain websites an individual visits online. Web beacons are used to determine products or services an individual may be interested in, and to track online behavioral habits for marketing purposes. For example, RewardHouse might place, with the consent of a Third Party website, a web beacon on the Third Party's website where cosmetics are sold. When Jane, an individual listed in RewardHouse's database, visits the cosmetic website, RewardHouse receives notice by means of the web beacon that Jane visited the cosmetics site, and RewardHouse would then update Jane's profile with the information that Jane is interested in cosmetics. RewardHouse may thereafter present offers of cosmetic related products and services to Jane. In addition to using web beacons on web pages, RewardHouse also uses web beacons in email messages sent to individuals listed in RewardHouse's database.

(c) New Technology.

The use of technology on the Internet, including cookies and web beacons, is rapidly evolving, as is RewardHouse's use of new and evolving technology. As a result, RewardHouse strongly encourages individuals to revisit this policy for any updates regarding its use of technology.

(d) Usage Tracking.

RewardHouse tracks information related to the electronic mailings and web pages viewed by users and subscribers, as well as the hyperlinks clicked by subscribers, while viewing our emails or visiting our websites.

(e) Log Files.

Log files are used to track and monitor subscriber usage.

(f) Optional Registration.

RewardHouse may offer free voluntary registration to potential subscribers. During such registration, the subscriber is required to supply an email address and other personal information. This information is required if the subscriber wants to participate in Company services.

(g) Feedback and Inquiries.

You have the ability to contact RewardHouse to provide us with their feedback. RewardHouse uses this information to respond to you and analyze customer service issues.

1.6 Outside Information.

RewardHouse may receive information about individuals from Third Parties or from other sources of information outside of RewardHouse including information located in public databases ("Outside Information").

1.7 Individual Information.

As used herein, Individual Information means Survey Information, Third Party List Information, Other Information, Technology Information, and Outside Information, and any other information RewardHouse gathers or receives about individuals.

1.8 No Information Collected from Children.

RewardHouse will never knowingly collect any personal information about children under the age of 13. If RewardHouse obtains actual knowledge that it has collected personal information about a child under the age of

13, that information will be immediately deleted from our database. Because it does not collect such information, RewardHouse has no such information to use or to disclose to Third Parties. RewardHouse has designed this policy in order to comply with the Children's Online Privacy Protection Act ("COPPA").

1.9 Credit Card Information.

RewardHouse may in certain cases collect credit card numbers and related information, such as the expiration date of the card ("Credit Card Information") when an individual places an order from RewardHouse. When the Credit Card Information is submitted to RewardHouse, such information is encrypted and is protected with SSL encryption software. RewardHouse will use the Credit Card Information for purposes of processing and completing the purchase transaction, and the Credit Card Information will be disclosed to Third Parties only as necessary to complete the purchase transaction.

1.10 Links to External Websites.

RewardHouse's emails and websites contain links to external websites. You will be taken to external websites if you click on these links. Your information may be passed from RewardHouse's database to the external website, and/or external database, for your convenience (e.g. your information may be used to pre-fill a form at a destination website). RewardHouse is not responsible for the privacy practices or content of any external website owner. We encourage you to review the privacy policy of any website they visit.

2. USE OF INDIVIDUAL INFORMATION.

2.1 Discretion to Use Information.

THE COMPANY MAY USE INDIVIDUAL INFORMATION FOR ANY LEGALLY PERMISSIBLE PURPOSE IN COMPANY'S SOLE DISCRETION. The following paragraphs in Section 2 describe how RewardHouse currently uses Individual Information, but RewardHouse may change or broaden its use at any time. As noted below, RewardHouse may update this policy from time to time. RewardHouse may use Individual Information to provide promotional offers to individuals by means of email advertising, telephone marketing, direct mail marketing, online banner advertising, and package stuffers, among other possible uses.

2.2 Email and Unsubscribe Policy.

RewardHouse uses Individual Information to provide promotional offers by email to individuals. RewardHouse may maintain separate email lists for different purposes. If email recipients wish to end their email subscription from a particular list, they need to follow the instructions at the end of each email message to unsubscribe from the particular list.

RewardHouse's unsubscribe process impacts only the future delivery of electronic mailings disseminated by RewardHouse on its own behalf. You may still receive electronic mailings sent on behalf of Third Parties and your personal information may still be shared with Third Parties for use in offline marketing and data appends, including email appends.

You should also note that unsubscribing from RewardHouse's electronic mailings will not automatically unsubscribe the subscriber's information from any Third Party associates and licensees of the data. Since Third Party associates and licensee partners maintain separate databases from RewardHouse, and you will need to unsubscribe from each source individually, if desired. This allows you the freedom to pick and choose which subscriptions to maintain and which to discontinue.

2.3 Content of Email Messages.

In certain commercial email messages sent by RewardHouse, an Advertiser's name will appear in the "From:" line but hitting the "Reply" button will cause a reply email to be sent to RewardHouse. The "Subject:" line of RewardHouse email messages will usually contain a line provided from the Advertiser to RewardHouse.

2.4 Solicited Email.

RewardHouse only sends email to individuals who, by registration as a member to one of it's websites, have agreed to receive email and email solicitations from RewardHouse, one of RewardHouse's websites or who have agreed on Third Party websites to receive email from RewardHouse, it's agents, affiliates, subsidiaries or from third parties. As such, RewardHouse does not send unsolicited email messages and certain statutes requiring certain formatting for unsolicited email are not applicable to RewardHouse' email messages.

2.5 Targeted Advertising.

RewardHouse uses Individual Information to target advertising to an individual. When an individual is using the Internet, RewardHouse uses Technology Information (see also Section 2.7 below) to associate an individual with that person's Individual Information, and RewardHouse attempts to show advertising for products and services in which the person has expressed an interest in the Surveys, indicated an interest by means of Technology Information, and otherwise. RewardHouse may, at its discretion, target advertising by using email, direct mail, telephones, cell phones, and other means of communication to provide promotional offers.

2.6 Direct Mail and Telemarketing.

RewardHouse uses Individual Information to advertise, directly or indirectly, to individuals using direct mail marketing or telemarketing using telephones and cell phones.

2.7 Use of Technology Information.

RewardHouse uses Technology Information (1) to match a person's Survey Information and Third Party List Information to other categories of Individual Information to make and improve profiles of individuals, (2) to track a person's online browsing habits on the Internet, (3) to determine which areas of RewardHouse's websites are most frequently visited. This information helps RewardHouse to better understand the online habits of individuals so that RewardHouse can target advertising and promotions to them.

2.8 Profiles of Individuals.

RewardHouse uses Individual Information to make a profile of an individual. A profile can be created by combining Survey Information and Third Party List Information with other sources of Individual Information such as information obtained from public databases.

2.9 Storage of Individual Information.

RewardHouse stores the Individual Information in a database on leased computers. Our computers have security measures (such as a firewall) in place to protect against the loss, misuse, and alteration of the information under RewardHouse's control. Notwithstanding such measures, RewardHouse cannot guarantee that its security measures will prevent leased computers from being illegally accessed, and the Individual Information on them stolen or altered.

3. DISSEMINATION OF INDIVIDUAL INFORMATION.

3.1 Sale or Transfer to Third Parties.

RewardHouse MAY SELL OR TRANSFER INDIVIDUAL INFORMATION TO THIRD PARTIES FOR ANY PURPOSE IN RewardHouse'S SOLE DISCRETION.

3.2 Order Fulfillment.

RewardHouse will transfer Individual Information to Third Parties when necessary to provide a product or service that a person orders from such Third Party while using RewardHouse websites or when responding to offers provided by RewardHouse.

3.3 Legal Process.

RewardHouse may disclose Individual Information to respond to subpoenas, court orders, and other legal processes.

3.4 Summary Data.

RewardHouse may sell or transfer non-individualized information, such as summary or aggregated anonymous information about all persons or sub-groups of persons.

3.5 Access.

Individuals have access to their Individual Information collected to provide an opportunity for an individual to correct, amend, or delete such information. Access can be obtained by contacting info@RewardHouse.com. RewardHouse may also grant advertising clients and email services providers' access to an individual's email address to verify the origin of the Individual Information collected.

4. PRIVACY PRACTICES OF THIRD PARTIES.

4.1 Advertiser cookies and web beacons.

Advertising agencies, advertising networks, and other companies (together, "Advertisers") who place advertisements on the Websites and on the Internet generally may use their own cookies, web beacons, and other technology to collect information about individuals. RewardHouse does not control Advertisers' use of such technology and RewardHouse has no responsibility for the use of such technology to gather information about individuals.

4.2 Links.

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[about us](#) | [privacy policy](#) | [terms & conditions](#) | [FAQ](#) | [unsubscribe](#) | [contact us](#)

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Privacy Policy

EFFECTIVE DATE: FEBRUARY 08, 2007

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THE INFORMATION COLLECTION, USE AND DISSEMINATION PRACTICES OF GiftReel.

1. COLLECTION OF INFORMATION.

1.1 Survey Information.

GiftReel collects information from individuals by various methods, including, but not limited to, when an individual voluntarily completes a survey, order form, or a registration page either online or offline, or by means of online or offline surveys, order forms, or registration pages operated by Third Parties (collectively, a "Survey"). (As used herein, "online" means using the Internet, including the Websites, and related technologies, and "offline" means by methods other than online, including in person, in the postal mail, using telephones and cell phones, and other similar means.) In the Surveys, GiftReel or a Third Party (a "Third Party") may ask an individual to provide various information to GiftReel, which may include his or her name, email address, street address, zip code, telephone numbers (including cell phone numbers and carriers), birth date, gender, salary range, education and marital status, occupation, social security number, employment information, personal and online interests, and such other information as may be requested from time to time (together, "Survey Information"). GiftReel may also collect information concerning an individual from another source and uses that information in combination with information provided from this web site. Completing the Surveys is completely voluntary, and individuals are under no obligation to provide Survey Information to GiftReel or Third Party, but an individual may receive

incentives from GiftReel or a Third Party in exchange for providing Survey Information to GiftReel.

1.2 Site Membership or Registration.

To the extent registration is required to receive email and possibly postal communications from GiftReel, this Privacy Policy also applies to consumers that have agreed to receive e-mail marketing from GiftReel, whether at our Website, via email, on Third Party websites or otherwise. We collect information in certain portions of our Website, where guests provide content submissions and suggestions or participate in interactive online activities (i.e., by way of responding to questions and surveys, community listings, ratings, searches and comparison searches, bidding, purchasing, chat, games, or bulletin boards, etc.). The personal profile information you submit to GiftReel remains your property, but by submitting that information to GiftReel, you grant GiftReel, the right to use that information for marketing purposes. GiftReel, may also use such information for content improvement and feedback purposes. We may sell the personal information that you supply to us and we may join together with other businesses to bring selected retail opportunities to our members. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation. In addition, GiftReel reserves the right to release current or past member information in the event GiftReel believes that the membership is being or has been used in violation of the Rules or to commit unlawful acts, if the information is subpoenaed, if GiftReel is sold or acquired, or when GiftReel deems it necessary or appropriate. By agreeing to these terms, you hereby consent to disclosure of any record or communication to any Third Party when GiftReel in its sole discretion, determines the disclosure to be appropriate.

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1.3 Third Party List Information.

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Other occasions when GiftReel obtains information from individuals include (1) when an individual is making a claim for a prize or seeking to redeem an incentive offered by GiftReel or by a Third Party, (2) when an individual requests assistance through GiftReel's customer service department, and (3) when an individual voluntarily subscribes to a service or newsletter (together, "Other Information").

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(c) New Technology.

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2.2 Email and Unsubscribe Policy.

GiftReel uses Individual Information to provide promotional offers by email to individuals. GiftReel may maintain separate email lists for different purposes. If email recipients wish to end their email subscription from a particular list, they need to follow the instructions at the end of each email message to unsubscribe from the particular list.

GiftReel's unsubscribe process impacts only the future delivery of electronic mailings disseminated by GiftReel on its own behalf. You may still receive electronic mailings sent on behalf of Third Parties and your personal information may still be shared with Third Parties for use in offline marketing and data appends, including email appends.

You should also note that unsubscribing from GiftReel's electronic mailings will not automatically unsubscribe the subscriber's information from any Third Party associates and licensees of the data. Since Third Party associates and licensee partners maintain separate databases from GiftReel, and you will need to unsubscribe from each source individually, if desired. This allows you the freedom to pick and choose which subscriptions to maintain and which to discontinue.

2.3 Content of Email Messages.

In certain commercial email messages sent by GiftReel, an Advertiser's name will appear in the "From:" line but hitting the "Reply" button will cause a reply email to be sent to GiftReel. The "Subject:" line of GiftReel email messages will usually contain a line provided from the Advertiser to GiftReel.

2.4 Solicited Email.

GiftReel only sends email to individuals who, by registration as a member to one of its websites, have agreed to receive email and email solicitations from GiftReel, one of GiftReel's websites or who have agreed on Third Party websites to receive email from GiftReel, its agents, affiliates, subsidiaries or from third parties. As such, GiftReel does not send unsolicited email messages and certain statutes requiring certain formatting for unsolicited email are not applicable to GiftReel's email messages.

2.5 Targeted Advertising.

GiftReel uses Individual Information to target advertising to an individual. When an individual is using the

Internet, GiftReel uses Technology Information (see also Section 2.7 below) to associate an individual with that person's Individual Information, and GiftReel attempts to show advertising for products and services in which the person has expressed an interest in the Surveys, indicated an interest by means of Technology Information, and otherwise. GiftReel may, at its discretion, target advertising by using email, direct mail, telephones, cell phones, and other means of communication to provide promotional offers.

2.6 Direct Mail and Telemarketing.

GiftReel uses Individual Information to advertise, directly or indirectly, to individuals using direct mail marketing or telemarketing using telephones and cell phones.

2.7 Use of Technology Information.

GiftReel uses Technology Information (1) to match a person's Survey Information and Third Party List Information to other categories of Individual Information to make and improve profiles of individuals, (2) to track a person's online browsing habits on the Internet, (3) to determine which areas of GiftReel's websites are most frequently visited. This information helps GiftReel to better understand the online habits of individuals so that GiftReel can target advertising and promotions to them.

2.8 Profiles of Individuals.

GiftReel uses Individual Information to make a profile of an individual. A profile can be created by combining Survey Information and Third Party List Information with other sources of Individual Information such as information obtained from public databases.

2.9 Storage of Individual Information.

GiftReel stores the Individual Information in a database on leased computers. Our computers have security measures (such as a firewall) in place to protect against the loss, misuse, and alteration of the information under GiftReel's control. Notwithstanding such measures, GiftReel cannot guarantee that its security measures will prevent leased computers from being illegally accessed, and the Individual Information on them stolen or altered.

3. DISSEMINATION OF INDIVIDUAL INFORMATION.

3.1 Sale or Transfer to Third Parties.

GiftReel MAY SELL OR TRANSFER INDIVIDUAL INFORMATION TO THIRD PARTIES FOR ANY PURPOSE IN GiftReel'S SOLE DISCRETION.

3.2 Order Fulfillment.

GiftReel will transfer Individual Information to Third Parties when necessary to provide a product or service that a person orders from such Third Party while using GiftReel websites or when responding to offers provided by GiftReel.

3.3 Legal Process.

GiftReel may disclose Individual Information to respond to subpoenas, court orders, and other legal processes.

3.4 Summary Data.

GiftReel may sell or transfer non-individualized information, such as summary or aggregated anonymous information about all persons or sub-groups of persons.

3.5 Access.

Individuals have access to their Individual Information collected to provide an opportunity for an individual to correct, amend, or delete such information. Access can be obtained by contacting info@GiftReel.com. GiftReel may also grant advertising clients and email services providers' access to an individual's email address to verify the origin of the Individual Information collected.

4. PRIVACY PRACTICES OF THIRD PARTIES.

4.1 Advertiser cookies and web beacons.

Advertising agencies, advertising networks, and other companies (together, "Advertisers") who place advertisements on the Websites and on the Internet generally may use their own cookies, web beacons, and other

technology to collect information about individuals. GiftReel does not control Advertisers' use of such technology and GiftReel has no responsibility for the use of such technology to gather information about individuals.

4.2 Links.

The Websites and email messages sometimes contain hypertext links to the websites of Third Parties. GiftReel is not responsible for the privacy practices or the content of such other websites. Linked websites may contain links to websites maintained by Third Parties. Such links are provided for your convenience and reference only. GiftReel does not operate or control in any respect any information, software, products or services available on such Third Party websites. The inclusion of a link to a web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

4.3 Affiliated Companies.

GiftReel may disclose, transfer, and sell Individual Information to entities affiliated with GiftReel in GiftReel's discretion.

5. UNSUBSCRIBE PROCEDURES.

To unsubscribe from a particular list follow the instructions in each promotional email message sent by GiftReel.

For more information about protecting your privacy, you may wish to visit: www.ftc.gov.

If you have questions about this policy, please contact us at info@GiftReel.com.

[about us](#) | [privacy policy](#) | [terms & conditions](#) | [FAQ](#) | [unsubscribe](#) | [contact us](#)

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Reverse-IP

Search Again

IP Address/Hostname:

Examples: 127.% or 127.0.0.1 - Reverse-IP lookups today: 1/1,000

Search Results for 216.38.141.10 [no reverse DNS set]

19 Results for 216.38.141.10 (Greenfieldpromotions.net)

1.	Consumerqain.com	0 listings	0 listings	0 listings
2.	Dailynetdeals.net	0 listings	0 listings	0 listings
3.	Freeretailrewards.com	0 listings	0 listings	0 listings
4.	Giftreel.com	0 listings	0 listings	0 listings
5.	Greatamericangiveaways.com	0 listings	0 listings	0 listings
6.	Greenfieldpromotions.net	0 listings	0 listings	0 listings
7.	Hotwebgifts.com	0 listings	0 listings	0 listings
8.	Membersbenefit.net	0 listings	0 listings	0 listings
9.	Mygiftcenter.net	0 listings	0 listings	0 listings
10.	Premiumperks.com	0 listings	0 listings	0 listings
11.	Realemailgifts.com	0 listings	0 listings	0 listings
12.	Realgiveaways.biz	0 listings	0 listings	0 listings
13.	Realtimegiveaways.com	0 listings	0 listings	0 listings
14.	Rewardhouse.com	0 listings	0 listings	0 listings
15.	Sendmegifts.net	0 listings	0 listings	0 listings
16.	Silverstarpromotions.net	0 listings	0 listings	0 listings
17.	Thegiftlot.com	0 listings	0 listings	0 listings
18.	Yourfreegifts.biz	0 listings	0 listings	0 listings
19.	Yourofferfinder.com	0 listings	0 listings	0 listings



IP Information for 216.38.141.10

IP Location:  United States San Francisco Member Source Media

IP Address: 216.38.141.10     

Reverse IP: [18 other sites](#) hosted on this server.

Blacklist Status: Clear

Whois Record

OrgName: Fastmetrics, LLC
OrgID: FASTM
Address: One Hallidie Plaza, Suite 838
City: San Francisco
StateProv: CA
PostalCode: 94102
Country: US

NetRange: 216.38.128.0 - 216.38.159.255
CIDR: 216.38.128.0/19
NetName: FASTM-216-38-128
NetHandle: NET-216-38-128-0-1
Parent: NET-216-0-0-0-0
NetType: Direct Allocation
NameServer: NS1.FASTMETRICS.COM
NameServer: NS2.FASTMETRICS.COM
NameServer: NS5.FASTMETRICS.COM
Comment: <http://www.fastmetrics.com/>
RegDate: 1998-08-12
Updated: 2007-02-23

RAbuseHandle: ADMIN6-ARIN
RAbuseName: Administrative Contact
RAbusePhone: +1-415-778-5100
RAbuseEmail: admin@fastmetrics.com

RNOCHandle: ADMIN6-ARIN
RNOCHandle: Administrative Contact
RNOCHandle: +1-415-778-5100
RNOCHandle: admin@fastmetrics.com

RTechHandle: ADMIN6-ARIN
RTechName: Administrative Contact
RTechPhone: +1-415-778-5100
RTechEmail: admin@fastmetrics.com

OrgAbuseHandle: ADMIN6-ARIN
OrgAbuseName: Administrative Contact

OrgAbusePhone: +1-415-778-5100
OrgAbuseEmail: admin@fastmetrics.com

OrgNOCHandle: ADMIN6-ARIN
OrgNOCName: Administrative Contact
OrgNOCPhone: +1-415-778-5100
OrgNOCEmail: admin@fastmetrics.com

OrgTechHandle: ADMIN6-ARIN
OrgTechName: Administrative Contact
OrgTechPhone: +1-415-778-5100
OrgTechEmail: admin@fastmetrics.com

OrgName: Member Source Media
OrgID: MSM-35
Address: 650 Fifth Street
Address: Suite 311
City: San Francisco
StateProv: CA
PostalCode: 94107
Country: US

NetRange: 216.38.141.0 - 216.38.141.255
CIDR: 216.38.141.0/24
NetName: MEMM
NetHandle: NET-216-38-141-0-1
Parent: NET-216-38-128-0-1
NetType: Reassigned
NameServer: PARK35.SECURESERVER.NET
NameServer: PARK36.SECURESERVER.NET
Comment: For abuse please write
Comment: abuse@membersourcemedia.com
RegDate: 2007-02-27
Updated: 2007-02-27

RTechHandle: HOSTM1017-ARIN
RTechName: Hostmaster
RTechPhone: +1-415-543-7200
RTechEmail: abuse@membersourcemedia.com

OrgTechHandle: HOSTM1016-ARIN
OrgTechName: Hostmaster
OrgTechPhone: +1-415-543-7200
OrgTechEmail: info@membersourcemedia.com